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A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
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1501 FARM CREDIT DRIVE
MCLEAN, VIRGINIA 22102
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(703) 821-2397

BARBARA A. HINDIN
OF COUNSEL

February 14, 1991

Ms. Lynne A. Fratus
U.S. Environmental Protection
Agency
P.O. Box 6286
Boston, MA 02114

Re: Western Sand and Gravel, Burrillville and
and North Smithfield, Rhode Island

Dear Ms. Fratus:

This firm represents Carroll Products Inc. with respect to the request dated January 29, 1991 for further information in relation to the above referenced site. Carroll Products, Inc. is a dissolved corporation and is therefore unable to participate fully in this investigation. The following are Carroll Products Inc.'s responses to that request.

Section 1 - GENERAL INFORMATION

a: Identify the person(s) answering these requests on behalf of Respondent.

Reply a: Lawrence W. Bierlein
Barbara A. Hindin
Shaw, Pittman, Potts & Trowbridge
2300 N Street, N.W.
Washington, D.C. 20037

b: For each and every request contained herein, identify all persons consulted in the preparation of the answer.

Reply b: Dr. R.N. Chadha
Dr. K.C. Pande
A.R.M. Co.
P.O. Box 66, Route 91
Wood River Junction, RI 02894

Mr. Arthur F. Schwartz
17496 Meadow Wood Lane
Spring Lake, MI 49456
(former operations manager
of Carroll Products, Inc.

c: For each and every request contained herein, identify all documents consulted, examined, or referred to in the preparation of the answer and provide true and accurate copies of all such documents.

Reply c: Copies of the relevant documents are attached.

d: If you have reason to believe that there may be persons able to provide a more detailed or complete response to any request contained herein or who may be able to provide additional responsive documents, identify such persons and the additional information or documents they may have.

Reply d: Mr. M.T. West, one of the owners of Carroll Products, Inc., and Arthur Schwartz handled all the manufacturing, shipping and waste disposal for the company and were the persons best able to provide information with respect to the operations of Carroll Products, Inc. Mr. West is now deceased. ICI Americas, Inc., Wilmington, Delaware 19897, may have received some documents upon purchase of part of the assets of Carroll Products, Inc. in 1984. We have no information to suggest whether any of these documents are responsive.

e: For each and every Question contained herein, if information responsive to this Information Request is not in your possession, custody or control, then identify the person(s) from whom such information may be obtained.

Reply e: See reply d.

Section 2. WASTE TYPE INFORMATION

a. Describe the nature of your business. In addition:

1) describe the raw materials and the manufacturing processes utilized by your company and the products of your manufacturing process; and

2) if the nature of your business has changed significantly since 1980, please describe the nature of your business presently and prior to 1980.

Reply a: Carroll Products, Inc. is a dissolved corporation and is no longer in business. Prior to 1980, Carroll Products engaged in the manufacture, distribution and sale of photosensitizer and intermediate chemical products for the cosmetic and electronics industries. The major portion of the business was the distribution of chemicals imported from South Korea and Japan.

A.R.M. Co. is presently engaged in animal feed manufacturing and cosmetic grade iron oxide blending.

b. Describe the process or processes which utilize(s) and/or generate(s) the salt printing polymer and explain how the salt printing polymer is utilized presently and prior to 1980.

Reply b: Since Carroll Products, Inc. is a dissolved corporation, it is no longer involved in any business.

Prior to 1980, the printing polymer process used by Carroll Products involved reacting the sodium salt of polymer obtained from Japan with chlorosulphonic acid, quenching in ice, filtering the solid printing polymer, neutralizing the filtrate with caustic solution and treating the waste solution with activated charcoal to remove residual organics. The filtrate was a neutralized waste solution containing a 99% water solution of sodium chloride and sodium sulphate.

c. Identify the nature, including the chemical content, characteristics, physical state (e.g. solid, liquid) of the salt printing polymer utilized and/or generated at your facility presently and prior to 1980.

Reply c: See reply 2b. Prior to 1980, the polymer was a yellow solid with the chemical name 2 diazo, 1 napthol, 5 sulphonyl chloride.

d. Identify all tests, analyses, analytical results concerning the salt printing polymer and provide copies of the results.

Reply d: During the time the printing polymer process was used, testing of the polymer melting point, chloride analysis and analysis of loss on drying were conducted. Final performance tests were performed by customers. No copies of any test results are available at the present time.

e. Describe how the salt printing polymer is disposed of, presently and prior to 1980, including but not limited to the following:

1) describe how the process and/or storage equipment is cleaned during disposal of the salt printing polymer;

2) identify the compounds used to clean the process and/or storage equipment when the salt printing polymer is disposed; and,

3) describe how the cleaning compounds are disposed of after cleaning the process and/or storage equipment.

Reply e: During the time the printing polymer process was used, printing polymer was an expensive material and all of the production was either sold or reprocessed. No printing polymer was disposed of.

1) The equipment was cleaned with cold water only.

2) No cleaning compounds were used. The water rinsing solution was also passed through charcoal and mixed with the salt solution. See reply 2(b).

3) The waste salt solution was disposed of offsite at a licensed landfill.

Section 3. CORPORATE INFORMATION (DISSOLUTION)

a: Identify the state and date of incorporation of Carroll Products, Inc.

Reply a: July 19, 1949, New York.

b: Describe the circumstances surrounding the dissolution of Carroll Products, Inc., including in your answer the following:

1) the exact date of dissolution;

2) the names and addresses of any and all shareholders at the time of the dissolution;

3) the value of all assets distributed to each shareholder as a result of the dissolution;

4) the final dissolution of all assets, liabilities, and shares of Carroll Products, Inc.;

5) the identity of all parties to any transactions relating to or arising out of the dissolution; and,

6) the identity of all documents relating to the dissolution.

Reply b: Carroll Products was dissolved on October 5, 1984.

At the time of dissolution, the shareholders of Carroll Products, Inc. were:

Dr. Rajendra N. Chadha
50 Las Brisas Circle
East Greenwich, RI 02818

Dr. Kailash C. Pande
2323 Country View Drive
Warwick, RI 02886

Mr. Mathew Tilghman West
Westview Drive
Westerly, RI 02891

Please note that Mr. West died in 1989.

Carroll Products, Inc. was liquidated simultaneously with a sale of part of its assets to ICI Americas, Inc. The total cash and assets distributed equally to the shareholders as a result of this transaction was $1,109,813, which includes their original investment of $29,661.

In exchange for a purchase price, ICI Americas, Inc. received most of the tangible assets, intangible assets and good-will of Carroll Products, Inc. The shares of Agency Realty and Mortgage Co. ("A.R.M. Co."), a subsidiary of Carroll Products, Inc., were distributed evenly to the shareholders. Agency Realty and Mortgage Co. received the remaining assets and liabilities of Carroll Products, Inc., including real estate located in Wood River Junction, Rhode Island. The shares of Carroll Products,

Inc., were retired and canceled, and the corporation was formally liquidated by action of the Secretary of the State of New York.

The parties to the liquidation and sale of assets of Carroll Products, Inc. were the three shareholder officers, Agency Realty and Mortgage Co., ICI Americas, Inc., and the defunct corporation.

Copies of the relevant documents are attached. See Exhibits 1-5.

c: State whether any business records of Carroll Products, Inc. are still in existence. If the answer is yes, state the location of these records and produce:

1) all documents relating to the disposal of any wastes; and

2) all documents relating to the disposal of any hazardous substances, hazardous waste or solid waste at the Site.

Reply c: Some business records remaining from Carroll Products, Inc. are located at A.R.M. Co., P.O. Box 66, Wood River Junction, RI 02894. However, these records are not complete. In December 1979, there was a fire at Carroll Products, Inc. that destroyed more than half of the facility, including the office and records of Mr. M. T. West who was the individual primarily involved in the day-to-day operations of the company, including the disposal, if any, of waste. Because Mr. West has died, most of the personal knowledge concerning any waste disposal has been lost. In addition, when part of the assets of Carroll Products, Inc. were purchased in 1984 by ICI Americas, Inc., some of the relating business records were transferred to ICI's facility. The records remaining at A.R.M. Co. were previously reviewed by Mrs. Shirley Abasso, and only two manifests were found that may potentially relate to the site at issue although the disposal site is not identified. These manifests were also provided to EPA in connection with the investigation concerning the Landfill Recovery Site at which Carroll Products, Inc. was named as a potentially responsible party. Because no site is specified, it

is not possible to determine if the material listed was sent to either of these sites. See Exhibit 8.

d: Identify any successor corporations or other entities of Carroll Products, Inc.

Reply d: There is no successor corporation to Carroll Products, Inc. However, part of the assets of Carroll Products, Inc. were purchased by ICI Americas, Inc., and the remaining assets and liabilities were transferred to Agency Realty and Mortgage Co.

e: If Carroll Products, Inc. was a subsidiary of another corporation, identify such other corporation and state the dates during which the parent/subsidiary relationship existed and the names and addresses of that corporation's president, chairman of the board and other officers.

Reply e: Carroll Products, Inc. was never a subsidiary of any corporation.

f: Describe any asset purchase agreements, whereby some or all of the assets of Carroll Products, Inc. were ever sold to any other entity, including the date(s) of such agreement(s), and the companies involved and the terms of such asset purchase agreement(s).

Reply f: Carroll Products, Inc., sold a division and subsidiary located in Philadelphia, PA to the Whitaker Corporation in November 1983. In addition, part of the assets of Carroll Products, Inc. were sold to ICI Americas, Inc. in October of 1984. Copies of the relevant documents are attached. See Exhibit 6.

g: If Carroll Products, Inc. has merged into another company, identify such company and the date of the merger.

Reply g: Carroll Products Inc. has not merged into another company.

h: Describe in detail both the past and present corporate and financial relationship of Carroll Products, Inc. and A.R.M. Co., Inc.

Reply h: See reply 2(b)

i: Identify all assets and liabilities of Carroll Products, Inc. that were assumed by A.R.M. Co., Inc.

Reply i: See Carroll Products, Inc., Unanimous Consent of Shareholders and Directors, dated September 30, 1985, Exhibit 4.

j: Describe the nature of the business conducted by Carroll Products, Inc.

Reply j: Carroll Products, Inc. engaged in the manufacture, distribution and sale of photosensitizer and intermediate chemical products in the cosmetic and electronic industries. The major portion of the business was distribution of products imported from Japan and Korea.

k: Describe the nature of the business conducted by A.R.M. Co., Inc.

Reply k: A.R.M. Co. blends cosmetic grade iron oxide and manufactures animal feed.

Section 4. FINANCIAL INFORMATION

a: Identify all liability insurance policies held by Carroll Products, Inc. for the years 1975 to 1980. In identifying such policies, state:

1) the name and address of each insurer and of the insured;

2) the amount of coverage under each policy;

3) the commencement and expiration dates for each policy;

4) whether or not the policy contains a "pollution exclusion" clause; and,

5) whether or not the policy covers sudden, non-sudden or both types of accidents.

In lieu of providing this information, you may submit complete copies of all insurance policies that may cover the release or threatened release of hazardous materials.

Reply a: Copies of relevant insurance policies that could be located are attached. See Exhibit 7. If additional policies are located, they will be provided.

b: Provide copies of all income tax returns sent to the Federal Internal Revenue Services by Carroll Products, Inc. in the last five years, including copies of all exhibits and schedules attached thereto.

Reply b: Carroll Products, Inc. was dissolved in 1984 and has not filed federal income tax returns in the last five years.

c: Provide copies of all financial statements for the past five fiscal years for Carroll Products, Inc., including but not limited to those filed with the federal and state Internal Revenue Service and the Securities and Exchange Commission.

Reply c: Carroll Products, Inc. was dissolved in 1984 and there are no financial statements for the last five years.

d: Identify all of Carroll Products, Inc.'s current assets and liabilities and the person(s) who currently own or are responsible for such assets and liabilities.

Reply d: See reply 2b.

e: Identify all subsidiaries and parent corporations of Carroll Products, Inc.

Reply e: A.R.M. Co. was a subsidiary of Carroll Products, Inc.

f: Provide a copy of the most current Articles of Incorporation and By-laws of Carroll Products, Inc.

Reply f: The By-laws of Carroll Products Inc. are attached as Exhibit 9. We are currently unable to locate the Articles of Incorporation but will provide copies to EPA if they are located.

Sincerely yours,

Barbara A. Hindin

Barbara A. Hindin

Attachments

cc: Dr. R.N. Chadha

M:030SMM4445.91

SHAW, PITTMAN, POTTS & TROWBRIDGE
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

LIST OF EXHIBITS

1. Unanimous Consent of the Board of Directors and Shareholders -- Adopting a Plan of Complete Liquidation and Certificate of Secretary of Carroll Products, Inc.

2. IRS Form 966 -- Corporate Dissolution for Carroll Products.

3. Application for Certificate of Withdrawal -- State of Rhode Island.

4. Unanimous Consent of Shareholders and Directors -- Instrument of Transfer and Assignment and Assumption of Liabilities.

5. Certificate of Dissolution - State of New York.

6. Asset sales agreements to Whittaker Corporation Carroll Products and ICI American

7. Insurance policies of Carroll Products, Inc.

8. Two bills of Lading for P.S. Liquid Disposal.

9. By-laws of Carroll Products, Inc.

M:030SMM4445.91

Exhibit 1

CARROLL PRODUCTS, INC.

Unanimous Consent of the
Board of Directors and Shareholders
of Carroll Products, Inc.
Adopting a Plan of Complete Liquidation

The undersigned, constituting all of the Directors of Carroll Products, Inc., a New York corporation (the "Corporation"), hereby consent to the taking of the following action for and on behalf of the Corporation.

RESOLVED: That in the judgment of the Board of Directors and in the judgment of the Shareholders of the Corporation, it is deemed advisable and for the benefit of the Corporation that it be liquidated and dissolved.

RESOLVED: That a plan of complete liquidation be, and it hereby is, formulated to effect the liquidation and dissolution of the Corporation in accordance with the following votes, it being the action of all of the Shareholders and the action of all of the Directors of the Corporation.

RESOLVED: That the Chairman of the Board, President or Secretary of the Corporation be, and they hereby are, individually, authorized to sell or otherwise liquidate any and all of the properties of the Corporation which in their judgment should be sold or liquidated to facilitate the complete liquidation and dissolution of the Corporation.

RESOLVED: That the proper officers of the Corporation be, and hereby are, individually, authorized and directed to file Articles of Dissolution and all other required documents, pursuant to appropriate New York law, with the Secretary of the State of New York to effect such liquidation and dissolution.

RESOLVED: That, after providing for all proper debts of the Corporation, the remaining assets of the Corporation, be such assets in cash or in kind, be distributed to the shareholders of the Corporation.

RESOLVED: That the actions provided for in the foregoing resolutions providing for the complete liquidation and the distribution of its assets to its shareholders be commenced as soon as practicable and that such assets be distributed and the dissolution of the Corporation be completed as soon as practicable, but in no event later than September 30, 1985.

RESOLVED: That the proper officers of the Corporation be, and they hereby are, individually, authorized and directed to pay all such fees and taxes and to do or cause to be done such other acts and things as they individually deem necessary or proper in order to carry out the liquidation and dissolution of the Corporation and to effect fully the purposes of the foregoing resolutions.

IN WITNESS WHEREOF, the undersigned have caused this consent to be executed this first day of October, 1984.

Directors

R. N. Chadha
RAJENDRA N. CHADHA

KAILASH C. PANDE

M. T. West
M. TILGHMAN WEST

Shareholders

R. N. Chadha
RAJENDRA N. CHADHA

KAILASH C. PANDE

M. T. West
M. TILGHMAN WEST

CERTIFICATE OF SECRETARY OF CARROLL PRODUCTS, INC.

I, M. Tilghman West, do hereby certify that I am the duly elected and acting Secretary of Carroll Products, Inc., a New York corporation (the "Company") and that attached hereto is a true and correct copy of the votes duly adopted by the unanimous written consent of shareholders and by the unanimous written consent of directors of the Company dated October 1, 1984 adopting and approving a Plan of Complete Liquidation of the Company which such votes remain in full force and effect in all respects and have not in any way been amended, rescinded or revoked.

IN WITNESS WHEREOF, I have caused this Certificate to be executed this 5th day of October, 1984.

M. Tilghman West
Secretary

RESOLVED: That in the judgment of the Board of Directors and in the judgment of the Shareholders of the Corporation, it is deemed advisable and for the benefit of the Corporation that it be liquidated and dissolved.

RESOLVED: That a plan of complete liquidation be, and it hereby is, formulated to effect the liquidation and dissolution of the Corporation in accordance with the following votes, it being the action of all of the Shareholders and the action of all of the Directors of the Corporation.

RESOLVED: That the Chairman of the Board, President or Secretary of the Corporation be, and they hereby are, individually, authorized to sell or otherwise liquidate any and all of the properties of the Corporation which in their judgment should be sold or liquidated to facilitate the complete liquidation and dissolution of the Corporation.

RESOLVED: That the proper officers of the Corporation be, and hereby are, individually, authorized and directed to file Articles of Dissolution and all other required documents, pursuant to appropriate New York law, with the Secretary of the State of New York to effect such liquidation and dissolution.

RESOLVED: That, after providing for all proper debts of the Corporation, the remaining assets of the Corporation, be such assets in cash or in kind, be distributed to the shareholders of the Corporation.

RESOLVED: That the actions provided for in the foregoing resolutions providing for the complete liquidation and the distribution of its assets to its shareholders be commenced as soon as practicable and that such assets be distributed and the dissolution of the Corporation be completed as soon as practicable, but in no event later than September 30, 1985.

RESOLVED: That the proper officers of the Corporation be, and they hereby are, individually, authorized and directed to pay all such fees and taxes and to do or cause to be done such other acts and things as they individually deem necessary or proper in order to carry out the liquidation and dissolution of the Corporation and to effect fully the purposes of the foregoing resolutions.

Exhibit 2

Form 966
(Rev. December 1981)
Department of the Treasury
Internal Revenue Service

Corporate Dissolution or Liquidation

(Required under Section 6043(a) of the Internal Revenue Code)

OMB No. 1545-0041
Expires 11-30-84

Please type or print

Name of corporation: Carroll Products, Inc.

Employer identification number: 11-1622213

Address (Number and street): P.O. Box 66, Route 91

Check type of return: [X] 1120 [ ] 1120 DISC [ ] 1120L [ ] 1120M [ ] 1120S [ ] Other ▶

City or town, State and ZIP code: Wood River, Jct., RI 02894

1 Date incorporated: July 19, 1949

2 Place incorporated: New York

3 Type of liquidation: [X] Complete [ ] Partial

4 Internal Revenue Service Center where last income tax return was filed and tax year covered: Andover, Massachusetts

Tax year ending — Month: 2 Year: 84

5 Date of: adoption of resolution or plan of dissolution, or complete or partial liquidation: October 1, 1984

6 Tax year of final return . . . . . Month: 2 Year: 85

Was final return filed with a parent corporation (consolidated return)? . . . . . [ ] Yes [X] No

If "Yes," enter:

Name of parent corporation ▶

Employer identification number ▶

IRS Center where consolidated return was filed ▶

	Common	Preferred
7 Total number of shares outstanding at time of adoption of plan or liquidation	231	-0-

8 Dates of any amendments to plan of dissolution	9 Section of the Code under which the corporation is to be dissolved or liquidated	10 If this return concerns an amendment or supplement to a resolution or plan for which a return was filed, give the date filed
N.A	337	N.A.

11. Liquidation Within One Calendar Month.—Please submit the statements listed below for a domestic corporation if any of the shareholders claim the benefit of section 333 and if the liquidation plan provides for (1) a distribution to cancel or redeem all the corporation's capital stock and (2) transfer of all the corporation's property within 1 calendar month under section 333.

(a) A description of the voting power of each class of stock.

(b) A list of all shareholders as of the date the liquidation plan was adopted. Show the number of shares each shareholder owns in each class of stock, the certificate numbers, and the number of votes each was entitled to cast concerning the adoption of the liquidation plan.

(c) A list of all corporate shareholders as of January 1, 1954. Show the number of shares each one owned in each class of stock, the certificate numbers, and the number of votes each was entitled to cast concerning the adoption of the liquidation plan. Also explain all changes in corporate ownership of stock after December 31, 1953, through the date the liquidation plan was adopted.

(d) A computation, as described in Regulation section 1.6043-2(b), of accumulated earnings and profits. Follow the format in Revenue Procedure 75-17, 1975-1 C.B. 677, and include all income and expenses accrued up to the date all property is transferred.

Attach a certified copy of the resolution or plan, together with all amendments or supplements not previously filed.

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct, and complete.

▶ Signature of officer — Date: 10/5/84 — ▶ Title: President

Instructions

Paperwork Reduction Act Notice.—The Paperwork Reduction Act of 1980 says we must tell you why we are collecting this information, how we will use it, and whether you have to give it to us. We ask for the information to carry out the Internal Revenue laws of the United States. We need it to ensure that you are complying with these laws and to allow us to figure and collect the right amount of tax. You are required to give us this information.

1. Who must file.—A corporation files Form 966 if it is to be dissolved or if any of its stock is to be liquidated. Exempt organizations are not required to file Form 966. These organizations should see the instructions for Form 990 or 990-PF.

Shareholders electing to be covered under Code section 333 must also file Form 964 within 30 days after the date of adoption of the plan of liquidation.

2. When to file.—File Form 966 within 30 days after the resolution or plan is adopted to dissolve the corporation or liquidate any of its stock. If the resolution or plan is amended or supplemented after Form 966 is filed, file an additional Form 966 within 30 days after the amendment or supplement is adopted. The additional form will be sufficient if you show the date the earlier form was filed and attach a certified copy of the amendment or supplement and all other information required by Form 966 and not given in the earlier form.

3. Where to file.—File Form 966 with the Internal Revenue Service Center where the corporation is required to file its income tax return.

4. Signature.—The return must be signed and dated by the president, vice president, treasurer, assistant treasurer, chief accounting officer, or any other corporate officer (such as tax officer) authorized to sign. A receiver, trustee, or assignee must sign and date any return required to be filed on behalf of a corporation.

☆U.S. Government Printing Office: 1982—361-904/1

CERTIFICATE OF SECRETARY OF
CARROLL PRODUCTS, INC.

I, M. Tilghman West, do hereby certify that I am the duly elected and acting Secretary of Carroll Products, Inc., a New York corporation (the "Company") and that attached hereto is a true and correct copy of the votes duly adopted by the unanimous written consent of shareholders and by the unanimous written consent of directors of the Company dated October 1, 1984 adopting and approving a Plan of Complete Liquidation of the Company which such votes remain in full force and effect in all respects and have not in any way been amended, rescinded or revoked.

IN WITNESS WHEREOF, I have caused this Certificate to be executed this 5th day of October, 1984.

M. Tilghman West
Secretary

RESOLVED: That in the judgment of the Board of Directors and in the judgment of the Shareholders of the Corporation, it is deemed advisable and for the benefit of the Corporation that it be liquidated and dissolved.

RESOLVED: That a plan of complete liquidation be, and it hereby is, formulated to effect the liquidation and dissolution of the Corporation in accordance with the following votes, it being the action of all of the Shareholders and the action of all of the Directors of the Corporation.

RESOLVED: That the Chairman of the Board, President or Secretary of the Corporation be, and they hereby are, individually, authorized to sell or otherwise liquidate any and all of the properties of the Corporation which in their judgment should be sold or liquidated to facilitate the complete liquidation and dissolution of the Corporation.

RESOLVED: That the proper officers of the Corporation be, and hereby are, individually, authorized and directed to file Articles of Dissolution and all other required documents, pursuant to appropriate New York law, with the Secretary of the State of New York to effect such liquidation and dissolution.

RESOLVED: That, after providing for all proper debts of the Corporation, the remaining assets of the Corporation, be such assets in cash or in kind, be distributed to the shareholders of the Corporation.

RESOLVED: That the actions provided for in the foregoing resolutions providing for the complete liquidation and the distribution of its assets to its shareholders be commenced as soon as practicable and that such assets be distributed and the dissolution of the Corporation be completed as soon as practicable, but in no event later than September 30, 1985.

RESOLVED: That the proper officers of the Corporation be, and they hereby are, individually, authorized and directed to pay all such fees and taxes and to do or cause to be done such other acts and things as they individually deem necessary or proper in order to carry out the liquidation and dissolution of the Corporation and to effect fully the purposes of the foregoing resolutions.

Exhibit 3

Filing fee: $5.00

DUPLICATE ORIGINAL OF APPLICATION FOR CERTIFICATE OF WITHDRAWAL OF

CARROLL PRODUCTS, INC.

To the Secretary of State
of the State of Rhode Island

Pursuant to the provisions of Section 7-1.1-112 of the General Laws, 1956, as amended, the undersigned corporation hereby applies for a Certificate of Withdrawal from the State of Rhode Island, and for that purpose submits the following statement:

FIRST: The name of the corporation is Carroll Products, Inc.

SECOND: It is incorporated under the laws of New York

THIRD: It is not transacting business in the State of Rhode Island.

FOURTH: It hereby surrenders its authority to transact business in Rhode Island.

FIFTH: It revokes the authority of its registered agent in Rhode Island to accept service of process, and consents that service of process in any action, suit or proceeding based upon any cause of action arising in Rhode Island during the time the corporation was authorized to transact business in Rhode Island may thereafter be made on the corporation by service thereof on the Secretary of State of the State of Rhode Island.

SIXTH: The post-office address to which the Secretary of State may mail a copy of any process against the corporation that may be served on him is P.O. Box 66, Route 91, Wood River Junction, RI 02894

SEVENTH: The aggregate number of shares which it has authority to issue, itemized by classes, par value of shares, shares without par value, and series, if any, within a class, as of this date is:

Number of Shares	Class	Series	Par Value per Share or Statement that Shares are without Par Value
300	common	--	No Par

EIGHTH: The aggregate number of its issued shares, itemized by classes, par value of shares, shares without par value, and series, if any, within a class, as of this date is:

Number of Shares	Class	Series	Par Value per Share or Statement that Shares are without Par Value
231	common	--	No Par

NINTH: The amount of its stated capital as of this date is $ 29,811

TENTH: All corporate taxes and fees due to the State of Rhode Island have been paid.

Dated September 23, 1985

CARROLL PRODUCTS, INC.

By [signature]

Its President

and [signature]

Its Secretary

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE } SC.

At Providence in said county on the 23rd day of September, 1985, before me personally appeared Kailash C. Pande, who being by me first duly sworn, declared that he is the President of Carroll Products, Inc., that he signed the foregoing document as such President of the corporation, and that the statements therein contained are true.

[signature]
Notary Public

(NOTARIAL SEAL)

MARTHA R. FRANCIS
My Commission [illegible] June 30, 1986

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
OFFICE OF THE SECRETARY OF STATE
CERTIFICATE OF WITHDRAWAL
OF

CARROLL PRODUCTS, INC.

I, JOHN C. SNODGRASS, Acting Deputy Secretary of State of the State of Rhode Island, hereby certify that duplicate originals of an Application of CARROLL PRODUCTS, INC. for a Certificate of Withdrawal from this State, duly signed and verified pursuant to the provisions of Chapter 7-1.1 of the General Laws, 1956, as amended, have been received in this office and are found to conform to law, and that the foregoing is a duplicate original of the Application for such Certificate.

Witness my hand and the seal of the State of Rhode Island this 9th day of October 1985.

[signature]
Acting Deputy Secretary of State

[illegible]

DEPARTMENT OF STATE

Office of the Secretary of State

Providence, R.I., Oct. 9 19 85

Edwards & Angell

Re: CARROLL PRODUCTS, INC.
filing fee $10.00 certificate of withdrawal

Received Payment

Susan L Gardner

Secretary of State.

871

Exhibit 4

CARROLL PRODUCTS, INC.

Unanimous Consent of Shareholders and Directors

The undersigned, being all of the shareholders and Directors of Carroll Products, Inc., a New York corporation (the "Corporation"), hereby consents, pursuant to the laws of the State of New York to the adoption of the following resolutions for and on behalf of the Corporation:

VOTED: That the Corporation enter into an Instrument of Transfer with Agency Realty and Mortgage Company ("Agency") pursuant to which the Corporation will transfer certain of its assets to Agency, said Instrument of Transfer is to be substantially in the form attached hereto as Exhibit A with such changes in text, form and terms as the officers hereinafter authorized executing the same shall deem necessary and proper, the execution and delivery of said Instrument of Transfer to be conclusive evidence of the due authorization thereof.

VOTED: That any officer of the Corporation be, and each individually hereby is, authorized and directed to execute and deliver said Instrument of Transfer and to execute and deliver any and all other documents and take any and all other actions necessary to carry out the purposes of the foregoing resolution.

IN WITNESS WHEREOF, the undersigned have executed this Consent as of the 30th day of September, 1985.

R. N. Chadha

Rajendra N. Chadha, as
Shareholder and Director

Kailash C. Pande, as
Shareholder and Director

M. Tilghman West, as
Shareholder and Director

INSTRUMENT OF TRANSFER AND ASSIGNMENT AND ASSUMPTION OF LIABILITIES

KNOW ALL MEN BY THESE PRESENTS:

That, CARROLL PRODUCTS, INC., a corporation organized and existing under the laws of the New York (hereinafter called "Assignor"), for valuable consideration to it paid by Agency Realty and Mortgage Company, a corporation organized and existing under the laws of the New York (hereinafter called "Assignee"), the receipt whereof is hereby acknowledged by Assignor, in accordance with the provisions of a Plan of Liquidation of Assignor, adopted by the directors and shareholders of Assignor on October 1, 1984, has conveyed, granted, bargained, sold, transferred, set over, assigned, delivered and confirmed and by these presents does hereby convey, grant, bargain, sell, transfer, set over, assign, deliver and confirm unto Assignee, its successors and assigns, forever, subject to all mortgages, liens, encumbrances, liabilities, obligations, charges and contingencies, if any, with respect thereto, all of Assignor's assets, properties and business, of every kind and description, wherever located, as the same shall exist on the effective date hereof, including without limitation, all property, tangible and intangible, real, personal or mixed, cash, securities, bank accounts, notes receivable, accounts receivable, inventories, good will, the right to use Assignor's name, advances, deposits, prepayments, work-in-process, raw materials, supplies, leaseholds, leasehold

improvements, utilities, tools, fixtures, machinery, equipment, vehicles, furniture, office furnishings and fixtures, claims and rights to tax refunds and benefits, all other claims of all kinds, rights under contracts, franchises, licenses, leases, insurance policies, trade names, trademark applications, copyrights, copyright applications, patents, patent applications, inventions, trade secrets, technical know-how, customers' lists and files, and all books and records of Assignor; provided, however, that then shall be excluded for the assets hereunder the Assignor's shares of stock in the Assignee.

TO HAVE AND TO HOLD the same to Assignee, its successors and assigns, forever, on the following terms:

1. Assignor agrees that, at any time and from time to time after the date hereof, it will, upon the request and at the expense of Assignee, do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required for the better assigning, transferring, granting, conveying, assuring and confirming to Assignee or for aiding and assisting in the collection of, or the reduction to possession, any or all of the assets and properties assigned, transferred, conveyed and delivered, or to be assigned, transferred, conveyed and delivered to Assignee hereunder.

2. Assignor hereby names and irrevocably constitutes and appoints Assignee, its successors and assigns, the true and lawful attorney or attorneys of Assignor, with full power of

substitution, in the name of Assignee or in the name of Assignor but on behalf and for the benefit and at the expense of Assignee, its successors and assigns, to demand and receive from time to time any and all assets and properties hereby assigned, transferred, conveyed and delivered to Assignee to give receipts, releases and acquittances for and in respect of the same or any part thereof; to collect, for the account of Assignee, all receivables and other items transferred to Assignee as provided herein, and to endorse with the name of Assignor any checks received on account of any such receivables or other items; from time to time to institute and prosecute in the name of Assignor or otherwise but at the expense and for the benefit of Assignee, its successors and assigns, any and all proceedings at law, in equity or otherwise which Assignee, its successors or assigns, may deem proper in order to collect, assert or enforce any claim, right, title or interest of any kind in or to the assets or properties hereby assigned, transferred, conveyed and delivered, or intended so to be, to defend or compromise any and all actions, suits or proceedings, in respect of any of said assets or properties and to do all such acts and things in relation thereto as Assignee, its successors or assigns, shall deem desirable. Assignor hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor or by its dissolution or in any manner or for any reason.

3. Assignee, in consideration of the covenants of Assignor hereinbefore contained and other valuable consideration to it

paid by Assignor, the receipt of which is hereby acknowledged, for itself and for its successors and assigns, does hereby covenant and agree with Assignor, its successors and assigns, that it, Assignee, will assume, undertake, pay, satisfy, discharge, and perform all the legally enforceable debts, liabilities, obligations, contracts and commitments, of Assignor of every kind, character or description, fixed or contingent, known or unknown, outstanding at the close of business on the effective date hereof, and will indemnify, save harmless and exonerate Assignor, its successors and assigns, from and against all actions, claims, and demands in respect thereto.

This instrument shall be effective at the opening of business on the date hereof, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, as of the 30th day of September, 1985, Assignor and Assignee have caused these presents and several counterparts hereof to be executed in their respective names and behalf by their respective officers, thereunto duly authorized.

CARROLL PRODUCTS, INC.

By _____

AGENCY REALTY AND MORTGAGE COMPANY

By _____

Exhibit 5

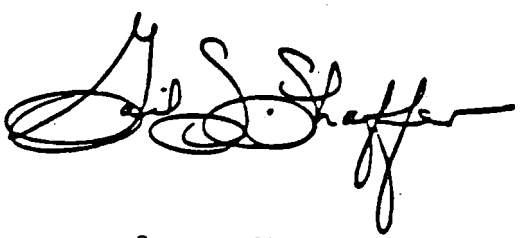
State of New York
Department of State } ss:

055539

I hereby certify that I have compared the annexed copy with the original document filed by the Department of State and that the same is a correct transcript of said original.

AUG 18 1988

Witness my hand and seal of the Department of State on



Secretary of State

380507-004 (12 87)

CERTIFICATE OF DISSOLUTION

OF

CARROLL PRODUCTS, INC.

UNDER SECTION 1003 OF THE BUSINESS CORPORATION LAW

RECEIVED
DEPARTMENT OF
TAXATION AND FINANCE
OCT 11 1985
CORPORATION TAX
DISSOLUTIONS

RECEIVED
DEPARTMENT OF
TAXATION AND FINANCE
JAN 10 1986
CORPORATION TAX
DISSOLUTION

RECEIVED
DEPARTMENT OF
TAXATION AND FINANCE
JAN 28 1986
CORPORATION TAX
DISSOLUTION

631302

WE, THE UNDERSIGNED, Kailash C. Pande and M. Tilghman West, being respectively the president and the secretary of Carroll Products, Inc. hereby certify:

1. The name of the corporation is Carroll Products, Inc.

2. The certificate of incorporation was filed in the department of state on the 19th of July, 1949.

3. The name and address of each of its officers and directors is:

NAME	TITLE	ADDRESS
Rajendra N. Chadha	Director, Chairman of the Board & Treasurer	50 Las Brisas Circle East Greenwich, RI
Kailash C. Pande	Director & President	46 Sherwood Drive Westerly, RI
M. Tilghman West	Director & Secretary	4 Westview Drive Westerly, RI

4. That this corporation elects to dissolve.

5. Dissolution was authorized in the following manner:

By written Unanimous Consent of the Shareholders and Directors of the corporation.

IN WITNESS WHEREOF, we have signed this certificate on the 23rd day of September, 1985 and we affirm the statements contained therein as true under penalties of perjury.

KAILASH C. PANDE, PRESIDENT

M. TILGHMAN WEST, SECRETARY

NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE
CORPORATION TAX, ALBANY, N. Y. 12227

To: Secretary of State

Date: February 3, 1986

Pursuant to provisions of Section 1004 of Article 10 of the Business Corporation Law the State Tax Commission hereby consents to the dissolution of CARIOLL PRODUCTS, INC.
if filed on or before 4-1-86 ID# 13-1622213 AA6

Attached are dissolution papers and $20.00 fee

Filed by: C T CORP.

2 Application Received 10/11/85
(Date)

Alice Straight

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED FEB 6 1996

3319302

CT

CERTIFICATE OF DISSOLUTION

OF

CARROLL PRODUCTS, INC.

UNDER SECTION 1003 OF THE BUSINESS CORPORATION LAW

FILED

Becky Francis, L.A.
Edwards & Angell
2700 Hospital Trust Plaza
Providence, R.I. 02903

FILED

Exhibit 6

SALE BY CARROLL PRODUCTS ENTERPRISES, INC. ("CPE")
OF ITS BUSINESS TO
WHITTAKER CORPORATION ("WHITTAKER")
DECEMBER 15, 1983

Closing Memorandum

A closing was held at the offices of Edwards & Angell, special counsel for CPE, on Thursday, December 15, 1983. Present were: Rajendra N. Chadha, Chairman of the Board of CPE and its parent company, Carroll Products, Inc. ("Carroll"); Kailash C. Pande, President of CPE and Carroll; M. Tilghman West, Secretary of CPE and Carroll; Paul A. Javorski, Comptroller of CPE and Carroll; E. Colby Cameron of Edwards & Angell; Gregory T. Parkos, Vice President of Whittaker; Richard August, Group Controller of Whittaker and Gordon J. Louttit, Assistant General Counsel of Whittaker.

All closing documents as below indicated were dated and executed on December 15, 1983 and in connection therewith Whittaker wire transferred $514,300 to CPE's account at Fleet National Bank as required by Section 2.3(a) of the Asset Purchase Agreement, delivered its $20,000 check to the Whittaker-CPE hold-back account and immediately after the closing said check as endorsed was delivered to Merrill Lynch for deposit in the

escrow account of Gordon J. Louttit and E. Colby Cameron as escrow agents and thereafter invested in the Merrill Lynch Government Fund, Inc., and Whittaker delivered its separate $54,000 check to CPE as required by Section 2.3(c) of the Asset Purchase Agreement. Fleet National Bank confirmed the receipt of the wire transferred funds in the afternoon of December 15, 1983.

INDEX OF DOCUMENTS

1. Asset Purchase Agreement together with Exhibits.
2. CPE's Schedule.
3. CPE Effective Date Statement.
4. Bill of Sale.
5. Lease.
6. Certificate of Insurance.
7. Guaranty of Carroll.
8. Escrow Agreement.
9. Copy of $20,000 Whittaker check for hold-back account.
10. Receipt by CPE for wired funds in the amount of $514,300.
11. Copy of $54,000 check from Whittaker to CPE. At the closing Paul Javorski took possession and deposited the same to CPE's account at Fleet National Bank.
12. CPE bring-down certificate.

13. Whittaker bring-down certificate.

14. Whittaker authorization for Gregory T. parkos.

15. Opinion of counsel for Whittaker.

16. Notice by Carroll to Whittaker of union contract.

17. Copy of Union Contract.

18. CPE Secretary's Certificate.

19. Minutes of Special Meeting of Directors of CPE.

20. Secretary's Certificate for Carroll.

21. Minutes of Special Meeting of Stockholders of Carroll.

22. Minutes of Special Meeting of Board of Directors of Carroll.

23. Certificate of Good Standing of CPE in Pennsylvania.

24. Certificate of Good Standing of Carroll in New York.

25. Certificate of Good Standing of Carroll in Rhode Island.

26. Certified copy of Articles of Incorporation of CPE in Pennsylvania.

27. Certified copy of Articles of Incorporation of Carroll in New York.

28. Instrument of Transfer dated May 16, 1983 from Carroll to CPE.

29. Opinion of Edwards & Angell.

POST CLOSING DOCUMENTS

30. UCC-3 financing statements as filed with the appropriate filing offices.

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of this 15th day of December, 1983 by and between CARROLL PRODUCTS ENTERPRISES, INC., a Pennsylvania corporation ("CPE") and WHITTAKER CORPORATION, a California corporation ("Whittaker").

RECITALS:

A. CPE, which does business as Schuylkill Chemical Co., is engaged in the business of the manufacture, sale, and distribution of specific chemicals, namely chloride salts of potassium, sodium, and ammonia used in the food, photographic, and pharmaceutical manufacturing processes (the "Business").

B. The Business is conducted primarily at CPE's facility located at 2346 West Sedgley Avenue, Philadelphia, Pennsylvania 19132 (the "Facility").

C. CPE desires to sell to Whittaker the Business, including substantially all of the assets of CPE (except those hereinafter specifically excluded from such sale), and Whittaker desires to acquire such Business and assets on the terms and conditions hereinafter set forth.

D. CPE is a wholly owned subsidiary of Carroll Products, Inc., a New York corporation ("Carroll"). In addition to its ownership of CPE, Carroll owns and operates several other businesses including, without limitation, Mitchell Manufacturing Co., Agency Realty and Mortgage Company, Carroll Products Far East Limited, King's Laboratory Inc., and Organic Chemicals, Inc. It is not the intent of this Agreement that Carroll sell or Whittaker purchase any assets of any other business entity of Carroll other than the business and assets as herein set forth of CPE.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties hereto covenant and agree as follows:

1. Agreement to Sell and Agreement to Purchase.

1.1 Assets to be Conveyed. On the terms and subject to the conditions set forth in this Agreement, on the Closing Date (as that term is hereinafter defined) CPE shall convey, transfer, assign, sell and deliver to Whittaker, and Whittaker

shall acquire, accept and purchase, all of the following assets, properties and rights of CPE (hereinafter collectively referred to as the "Acquisition Assets"):

(a) All inventories of raw materials, work in process, finished goods, office supplies, drums, containers, tote bins and other packing materials, spare parts, safety equipment, maintenance supplies and other similar items of CPE which exist on the Closing Date and which relate to the Business, including, without limitation, the inventories of materials, work in process and finished goods located at the Facility on the Closing Date or in transit to or from the Facility, but excluding inventories of raw materials, work in process, or finished goods which are not of merchantable quality as determined by Whittaker in good faith (the inventories to be conveyed to Whittaker hereunder being collectively referred to hereafter as the "Inventory");

(b) The Business, together with all material books, records and accounts, correspondence and production records, and any confidential information which has been reduced to writing, relating to or arising out of the Business, or copies thereof where it is appropriate for CPE to retain the originals thereof except any items of the foregoing agreed between Whittaker and CPE to be kept by CPE subject to Whittaker's right of access thereto, all of which items are specifically listed in Section 1.1(b) of that certain schedule of even date herewith ("CPE's Schedule") executed by the President and the Secretary of CPE and delivered to Whittaker concurrently with the execution hereof;

(c) All rights of CPE under express or implied warranties from the suppliers of the Business with respect to the Acquisition Assets;

(d) All accounts and notes receivable of CPE, including all payments, in cash or otherwise received with respect thereto after the Effective Date and all security for the payment therefor shown on Section 1.1(d) of CPE's Schedule (the "Trade Accounts Receivable"), none of which shall be more than ninety (90) days old on the Effective Date. The payment by the account debtors of the accounts and notes to be conveyed to Whittaker hereunder are hereby guaranteed by CPE to Whittaker, as further provided in Section 6.11 hereof;

(e) Except as noted in CPE's Schedule, the motor vehicles and other rolling stock owned by CPE on the Closing Date and used in the Business, all of which are listed in Section 1.1(g) of CPE's Schedule (the "Motor Vehicles");

(f) All of the machinery, equipment, tooling, dies, tools, laboratory equipment and furniture owned by CPE on the Effective Date, located at the Facility and used in the Business (the assets to be conveyed to Whittaker pursuant to this clause (f) are hereinafter collectively called the "Fixed Assets");

(g) All of CPE's right, title and interest in and to each patent, patent application, copyright, copyright application, trademark, trademark registration (in any such case, whether registered or to be registered in the United States of America or elsewhere) applied for, issued to or owned by CPE (including a limited right to use the tradename or trademark "Schuylkill" only in connection with the products of the Business) substantially relating to the Business and all processes, inventions, trade secrets, computer programs, formulas, intellectual property, know-how and other intangible property owned by CPE or which CPE has the right to use and assign to Whittaker, relating to the Business (the assets to be conveyed to Whittaker pursuant to this clause (g) are hereinafter collectively called the "Proprietary Rights"); and

(h) Except as specifically provided in Section 1.2 hereof, all other assets and properties of CPE existing on the Closing Date.

1.2 Excluded Assets. In addition to those assets excluded from the definition of Acquisition Assets in Section 1.1 hereof, and notwithstanding anything contained in Section 1.1 hereof to the contrary, CPE is not selling, and Whittaker is not purchasing, pursuant to this Agreement, any of the following, all of which shall be retained by CPE (hereinafter referred to collectively as the "Excluded Assets"):

(a) any cash of CPE except any cash or other payments received by CPE in payment of Trade Account Receivable after the Effective Date;

(b) any Prepaid Items, including deposits and similar items;

(c) any claims asserted by CPE in any litigation involving CPE, whether or not disclosed in Section 4.7 of CPE's Schedule other than claims of CPE arising out of any breach of any express or implied warranties relating to any of the Acquisition Assets;

(d) any intercompany receivables and any accruals (including any for bonuses or other forms of compensation) among CPE and Carroll or any other affiliated entity, or

notes receivable from any officer, director, or employee of any of the foregoing;

(e) all governmental licenses, permits, and other authorizations relating to the conduct of the Business until such time as such may be transferred by CPE in accordance with applicable law; and

(f) any and all obsolete, "off spec", slow moving and other inventory not of merchantable quality or otherwise agreed by the parties to be retained by CPE.

1.3 Further Assurances. From time to time after the Closing, CPE will execute and deliver to Whittaker such instruments of sale, transfer, conveyance, assignment and delivery, consents, assurances, powers of attorney, and other instruments as may reasonably be requested by counsel for Whittaker in order to vest in Whittaker all right, title and interest of CPE in and to the Acquisition Assets and otherwise in order to carry out the purpose and intent of this Agreement.

1.4 Closing. The closing of the transactions herein contemplated shall, unless another date, time or place is agreed to in writing by the parties hereto, take place at the offices of Edwards & Angell, 2700 Hospital Trust Tower, Providence, Rhode Island at 10:00 a.m., local time, on December 15, 1983 or closest business day thereto following receipt by Whittaker of the Effective Date Statement referred to in Section 2.2.1 hereof but in no event later than December 22, 1983 (the "Closing" or the "Closing Date").

2. Consideration to be Paid by Whittaker.

2.1 Amount. In consideration of the transfer of the Acquisition Assets, Whittaker will pay to CPE an amount equal to the sum of:

(a) $410,000; and

(b) the book value of trade accounts receivable and raw material, work in process, finished goods and container inventories on the Effective Date.

2.2 Determination of Effective Date Statement.

2.2.1 Preparation of Effective Date Statement; Assumption of Liabilities. CPE will prepare and present to Whittaker a statement as of November 28, 1983 (the "Effective Date Statement"), setting forth the book value as of such date of the Acquisition Assets being conveyed to Whittaker pursuant

hereto, the value of the Trade Accounts Receivable, and the value of the trade accounts payable to the extent that such trade accounts payable are to be assumed by Whittaker pursuant to the terms of Section 2.3(c) hereof (the "Assumed Accounts Payable"). The Effective Date Statement shall be accompanied by a certificate executed by the chief financial and accounting officer of CPE stating that such statement fairly presents the book value of the Acquisition Assets, the Trade Accounts Receivable and the Assumed Accounts Payable. Whittaker and its representatives and accountants shall have the right to review the workpapers of CPE used in preparing the Statement and shall have full access to the books, records, properties and personnel of the Business for purposes of verifying the accuracy and fairness thereof.

2.2.2 Payment of Certain Expenses. CPE and Whittaker shall each pay the fees and disbursements of their respective internal and independent accountants and other personnel incurred in the initial preparation, review, and final determination of the Effective Date Statement.

2.3 Payment of Purchase Price. The purchase price for the Acquisition Assets shall be paid by Whittaker as follows:

(a) At the Closing Whittaker shall pay by certified or other bank check or by wire transfer to CPE's account, No. 81-588-0596, at Fleet National Bank, main branch, Providence, Rhode Island, Five Hundred Fourteen Thousand Three Hundred Dollars ($514,300);

(b) On the Closing Date Whittaker will deliver into an interest-bearing account designated "Whittaker-CPE Hold-Back Account", the sum of Twenty Thousand Dollars ($20,000) as security for the guarantee granted in Section 6.11 hereof, to be disbursed to CPE upon satisfaction of the requirements set forth in such section.

(c) At the Closing Whittaker will pay by check the amount of $54,000 representing the entire amount of all trade accounts payable agreed by Whittaker to be paid by it hereunder and CPE will thereafter pay and discharge, and hold Whittaker harmless with respect to, all trade accounts payable existing on the Effective Date.

2.4 Allocation. The Purchase Price of the Fixed Assets and Goodwill shall be allocated by both Whittaker and CPE as follows:

Asset Item	Allocation
Machinery & Equipment	$160,000
Laboratory Equipment	10,000
Furniture & Fixtures	10,000
Goodwill	230,000

Both parties agree to use the above allocation in connection with all disclosures for federal, state, and local tax purposes.

3. Assumption of Executory and Other Liabilities.

3.1 Executory Liabilities Assumed by Whittaker. As further consideration for consummation of the transactions contemplated hereby, subject to Section 3.2 hereof, at the Closing, Whittaker shall assume and agree to thereafter perform all executory liabilities of CPE with respect to all customer orders for sales of CPE's products in the ordinary course of business in effect on the Effective Date to the extent not then performed by CPE, and assigned to Whittaker pursuant to Section 1.1(d) hereof.

3.2 Liabilities Not Assumed by Whittaker. Whittaker shall not be deemed by anything contained in this Agreement to have assumed and CPE hereby agrees to indemnify Whittaker and hold it harmless with respect to:

(a) Any liability of CPE to any person or entity, the existence of which constitutes a breach of any covenant, agreement, representation, or warranty of CPE contained in this Agreement;

(b) Any liability of CPE for any federal, state or local income or franchise taxes, state or local property taxes or other taxes of any kind or description;

(c) Any accrued or other liability for contributions or payments to be made in respect of service during periods through the Closing Date with respect to employee wages or under any employee pension benefit plan (as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) or other employee benefit plan maintained for the employees of CPE who are participants therein up to the Closing Date, or any other liability related to employees including wages, vacation pay, or holiday bonuses;

(d) Any liability or obligation which CPE may owe to any division, subsidiary or affiliate of Carroll and any liability or obligation CPE may owe to any officers, directors,

or key employees thereof resulting from any loans, advances, deferrals of compensation and other benefits or other transactions resulting in the creation of any indebtedness by CPE to any such person or affiliate from such persons to CPE the Parent, of any such affiliate;

(e) Any liability or obligation (contingent or otherwise) of CPE arising out of any threatened or pending litigation, or dispute arising prior to the Closing Date for services rendered or goods provided to CPE, whether or not set forth in Section 4.8 of CPE's Schedule, except to the extent assumed by Whittaker in Section 6.9 hereof;

(f) Any liabilities, obligations, or damages to persons or property arising out of defects in products sold by CPE prior to the Closing Date or sold by Whittaker on or after the Closing Date if the defective product was part of work in process or finished goods Inventory on the Closing Date, except to the extent assumed by Whittaker in Section 6.9 hereof;

(g) Any liability or obligation for any violation by CPE under any law, rule, or regulation, including any of the foregoing relating to harm to the environment, or for any treatment, disposal, or storage of any waste material, process water, or inventory not purchased by Whittaker under this Agreement;

(h) Other than as set forth in Section 2.3(c) hereof, any trade accounts payable; and

(i) Any liability or obligation of CPE arising out of or relating to any alleged condition or activity affecting the environment at the Facility or elsewhere;

(j) Any liability of CPE not specifically assumed pursuant to the terms of this Agreement.

4. Representations and Warranties of CPE. CPE represents and warrants to Whittaker that, as of the Closing Date:

4.1 Organization and Good Standing. CPE is a corporation duly organized, validly existing, and in good standing under the laws of the State of Pennsylvania with full corporate power to carry on the Business as it is now and has since its organization been conducted, and to own, lease or operate the properties and assets of the Business it now owns, leases or operates. CPE is qualified to do business and is in good standing in each jurisdiction in which the nature of the Business or the character of its properties makes such qualification necessary. All of the outstanding shares of CPE are owned

by Carroll, free and clear of all liens, security interests, charges, encumbrances, voting trusts and other like arrangements.

4.2 Authorization of Agreement. CPE has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement and all other agreements and instruments to be executed by CPE in connection herewith have been (or upon execution will have been) duly executed and delivered by CPE, have been effectively authorized by all necessary action, corporate or otherwise, and constitute (or upon execution will constitute) legal, valid and binding obligations of CPE.

4.3 Ownership of Acquisition Assets. CPE is the lawful owner of, or has the right to use and transfer to Whittaker, each of the Acquisition Assets, and the Acquisition Assets are free and clear of all liens, mortgages, pledges, security interests, restrictions, prior assignments, encumbrances and claims of any kind or nature whatsoever, except for any of the foregoing disclosed in Section 4.3 of CPE's Schedule. The delivery to Whittaker of the instruments of transfer of ownership contemplated by this Agreement will vest good, marketable, and exclusive title to the Acquisition Assets in Whittaker, free and clear of all liens, mortgages, pledges, security interests, restrictions, prior assignments, encumbrances and claims of any kind or nature whatsoever, except for any of the foregoing disclosed in Section 4.3 of CPE's Schedule.

4.4 Subsidiaries. CPE has no interest, equity or otherwise, in any other person, firm, corporation, partnership, limited liability company, or other business entity.

4.5 Effective Date Statement. The Effective Date Statement was prepared from the books and records kept by CPE for the Business in accordance with generally accepted accounting principles consistently applied.

4.6 Property of CPE Relating to the Business.

4.6.1 Tangible Personal Property. There are listed in Section 4.6.1 of CPE's Schedule (i) a description and the location of each item of tangible personal property (other than Inventory) owned by, or in the possession of, CPE which is to be transferred to Whittaker pursuant hereto having on the date hereof a depreciated book value per unit in excess of Two Thousand Dollars ($2,000); (ii) an identification of the owner of, and any agreement relating to the use of, each item of tangible personal property the rights to which are to be transferred to Whittaker pursuant hereto under leases or other similar agreements which provide for rental payments at a rate in

excess of Two Hundred Fifty Dollars ($250) per month; and (iii) an identification of the owner of, and any agreement relating to the use of, each motor vehicle not owned by CPE the rights to which are to be transferred to Whittaker pursuant hereto. Except as indicated in section 4.6.1 of CPE's Schedule, each item of such tangible personal property is in good operating condition and repair.

4.6.2 Intangible Personal Property. There is listed in section 4.6.2 of CPE's Schedule (i) an identification of each United States and foreign patent, patent application, invention disclosure, trademark, trademark registration and computer program in each such case within the definition of Acquisition Assets, and application for any of the foregoing owned by CPE and (ii) a true and complete list of all licenses or similar agreements or arrangements to which CPE is a party either as Licensee or Licensor for each such item of Intangible Personal Property relating to the Business ("Intangible Personal Property"). Except as indicated in Section 4.6.2 of CPE's Schedule:

(a) During the two-year period preceding the date hereof there have not been any actions or other judicial or adversary proceedings involving CPE concerning any of such items of Intangible Personal Property, nor to the best knowledge of CPE, is any such action or proceeding threatened;

(b) CPE has the exclusive right and authority to use said items of Intangible Personal Property in connection with the conduct of the Business in the manner presently conducted; such use does not conflict with, infringe upon or violate any trademark or, to the best of CPE's knowledge, any patent, or registration of any other person, firm or corporation; and no other person or entity owns any right, title or interest in and to said items;

(c) There are no outstanding, and to the best knowledge of CPE, no threatened disputes or disagreements with respect to any Intangible Personal Property; and

(d) The conduct of the Business does not conflict with valid patents, trademarks, or trade names of others in any way likely to affect materially and adversely the assets or condition (financial or otherwise), or prospects of the Business.

4.7 Agreement Not in Breach of Other Instruments. Except as indicated in Section 4.7 of CPE's Schedule, the execution and delivery of this Agreement by CPE and the consummation of the transactions contemplated hereby will not result in

a breach of any of the terms and provisions of, or constitute a default under, or conflict with, any Contract or any other material agreement, indenture or other instrument to which CPE is a party or by which CPE is bound, CPE's Articles of Incorporation or Bylaws, any judgment, decree, order or award of any court, governmental body or arbitrator, or any law, rule or regulation applicable to CPE.

4.8 Litigation. Except for claims listed in Section 4.8 of CPE's Schedule, there are no claims, disputes, actions, proceedings or investigations of any nature pending or, to the best knowledge of CPE, threatened against or involving the Business or its assets or any of the respective officers, directors or employees of the Business in connection with its operations.

4.9 Regulatory Approvals. All consents, approvals, authorizations and other requirements prescribed by any law, rue or regulation which must be obtained or satisfied by CPE and which are necessary for the execution and delivery by CPE of this Agreement and the documents to be executed and delivered by CPE in connection herewith have been obtained and satisfied.

4.10 Compliance with Law. Except as set forth in Section 4.10 of CPE's Schedule, CPE has not violated, and on the date hereof does not violate, in any material respect any federal, state, local or foreign laws, regulations or orders (including, but not limited to, any of the foregoing relating to employment discrimination, occupational safety, environmental protection, conservation, or corrupt practices), the enforcement of which would have a material and adverse effect on the results of operations, condition (financial or otherwise), assets, properties or prospects of the Business, neither has CPE received any notice, whether actual or constructive, of any such violation.

4.11 Inventory. Except for that Inventory which is excluded by Whittaker from purchase pursuant to this Agreement, as second quality material and that Inventory identified by CPE in Section 4.11(a) of CPE's Schedule, the Inventory is good and merchantable, first quality material and is salable in the ordinary course of business at the prices generally charged for like material of first quality, and the quantities of all Inventory are reasonable and justified in the present circumstances of the Business. All good and merchantable Inventory purchased hereunder is set forth in Schedule 4.11(b) of CPE's Schedule.

4.12 Conduct of Business. The Business has been conducted from the Effective Date through the Closing Date in accordance with prior practice and in the ordinary course and

without limiting the generality of the foregoing, CPE has not: (a) entered into any material transaction not in the ordinary course of business; (b) sold or transferred any of the assets used in the Business except Inventory sold in the ordinary course; (c) mortgaged, pledged, or encumbered any of the properties or assets of the Business; (d) significantly amended, modified or terminated any material contract affecting the Business; (e) made any increase in, or any commitment to increase, the compensation payable to any of the officers, employees or agents of the Business; or (f) materially altered the manner of keeping books, accounts or records of the Business or the accounting practices therein reflected;

4.13 Other Information. The information provided and to be provided by CPE to Whittaker in this Agreement or in CPE's Schedule or in any other writing pursuant thereto does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated herein or therein or necessary to make the statements and facts contained herein or therein, in light of the circumstances in which they are made, not false or misleading. Copies of all documents heretofore or hereafter delivered or made available to Whittaker pursuant hereto were or will be complete and accurate records of such documents.

5. Representations and Warranties of Whittaker.

Whittaker represents and warrants to CPE that:

5.1 Organization and Corporate Authority. Whittaker is duly organized, validly existing and in good standing under the laws of the State of California and has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement and all other agreements herein contemplated to be executed in connection herewith have been (or upon execution will have been) duly executed and delivered by Whittaker, have been effectively authorized by all necessary action, corporate or otherwise, and constitute (or upon execution will constitute) legal, valid, and binding obligations of Whittaker.

5.2 Agreement Not in Breach of Other Instruments. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with, any material agreement, indenture or other instrument to which Whittaker is a party or by which it is bound, Whittaker's Articles of Incorporation or By-laws, any judgment, decree, order, or award of any court, governmental body, or

arbitrator, or any law, rule, or regulation applicable to Whittaker.

5.3 Regulatory Approvals. All consents, approvals, authorizations, and other requirements prescribed by any law, rule, or regulation which must be obtained or satisfied by Whittaker and which are necessary for the consummation of the transactions contemplated by this Agreement have been obtained and satisfied.

5.4 Disclosure. No representation or warranty made by Whittaker contained in this Agreement or in any other writing furnished pursuant hereto contains or will contain an untrue statement of a material fact or omits or will omit to state a material fact required to be stated herein or therein or necessary to make the statements and facts contained herein or therein, in light of the circumstances in which they were or are made, not false or misleading.

6. Certain Understandings and Agreements of the Parties.

6.1 Confidential Information. All information obtained by Whittaker relating to the conduct of the various businesses operated by Carroll except such information relating to the Business and the transactions contemplated hereby, and all information obtained by CPE relating to the various chemicals business conducted by Whittaker shall be kept confidential and shall not be used by it for any purpose other than in connection with the transactions contemplated hereby. All documents delivered by either party to the other not relating to the transactions herein contemplated shall be returned to the party providing such document. The foregoing shall not apply to (i) any information generally available to the public on the date hereof or which becomes generally available to the public through no fault of the party using such information, (ii) any information obtained from a third party having the right to disclose such information; and (iii) any information known by the party using such information prior to September 14, 1983.

6.2 Payroll. As an accommodation to Whittaker, CPE will continue to process the payroll for its employees from the Effective Date who become employees of Whittaker as of the Closing Date until such time as it is mutually agreed to discontinue this service. Whittaker will remit the amount of the payroll and any related employer payroll taxes within three business days of notification by CPE of the amount thereof. If such service extends beyond January 31, 1984 Whittaker will pay CPE $35.00 for each payroll so processed. Under no circumstances shall such employees of CPE retained by Whittaker after the Closing Date be deemed employees of CPE for any purposes.

(a) CPE will deposit all payroll withholdings and employer payroll taxes in accordance with applicable federal, state, and city regulations or terms of the existing labor or union agreements.

(b) Whittaker agrees to reimburse CPE for the cost of overnight mail service used in the delivery of such payrolls and related items.

6.3 Post-Closing Reconciliation. Within seven business days of the Closing Date, representatives of CPE and Whittaker will meet for the purpose of reconciling any amounts due to CPE or Whittaker arising from, but not limited to, the following items occurring since the Effective Date:

(a) Any payments received by CPE with respect to the Trade Accounts Receivable;

(b) All payroll and related disbursements made by CPE in accordance with Section 6.2 above; and

(c) Any disbursements with respect to CPE's letters of credit for raw materials inventory which have cleared CPE's bank but which materials had not been received as of the Closing Date.

Any amounts due to the parties hereunder will be offset against each other and any net amount remaining will be remitted to the party entitled thereto within three days of such meeting.

6.4 Bulk Sales Laws. Whittaker acknowledges that it does not intend to seek the protection afforded by compliance with the notification requirements of the Bulk Sales Laws in force in the jurisdictions in which such laws may be applicable either to CPE or to the transactions contemplated by this Agreement.

6.5 Covenant Not to Compete.

(a) Subject to the Closing having occurred, without the prior written consent of Whittaker, CPE will not, directly or indirectly (whether through any partnership of which CPE is a member, through any trust in which CPE is a beneficiary or trustee, or through any corporation which it controls, is controlled by, or is under common control with, or through any association in which it or any such person or entity has any interest, legal or equitable, or in any other capacity whatsoever), engage in any business competitive with the Business (including within the definition of the Business,

without limitation, the manufacture, sale, importation, and distribution of any grade of potassium cloride, sodium cloride, annonium cloride, potassium bicarbonate, or any similar or related chemical salts which have been manufactured, sold, imported, or distributed by CPE at any time during the two-year period preceding the Closing Date or under development by CPE on the Closing Date, and whether for food, pharmaceutical, or photographic use) in any county or any other political sub-division of any state of the United States of America or of any other country in the world where CPE conducted the Business at any time during the two-year period preceding the Closing Date. This covenant not to compete shall extend for a period of five (5) years from the Closing Date, or until such earlier time as Whittaker, its successors or assigns, shall cease to carry on or have any interest in the Business and Acquisition Assets acquired hereunder.

(b) CPE acknowledges that it intends to fully and effectively convey to Whittaker all Proprietary Rights to be transferred to Whittaker pursuant to Section 1.1(g) hereof, including, without limitation, each process, invention, trade secret, formula and other know-how relating to the Business. Accordingly, notwithstanding the expiration of the covenant not to compete set forth in this Section 6.5 on the fifth anniversary of the Closing Date, at all times after the Closing Date CPE shall keep confidential and shall not disclose to others any Proprietary Rights and shall not use or permit to be used any Proprietary Rights by any of such competing businesses.

(c) The parties hereto agree that the duration and area for which the covenant not to compete set forth n this Section 6.5 is to be effective are reasonable. In the event that any court determines that the time period or the area, or both of them, are unreasonable and that such covenant is to that extent unenforceable, the parties hereto agree that the restriction shall remain in full force and effect for the greatest time period and in the greatest area that would not render it unenforceable. The parties intend that this covenant shall be deemed to be a series of separate covenants, one for each and every county of each and every state of the United States of America and each and every political subdivision of each and every country outside the United States of America where this covenant is intended to be effective. CPE agrees that damages are an inadequate remedy for any breach of this covenant and that Whittaker shall, whether or not it is pursuing any potential remedies at law, be entitled to equitable relief in the form of preliminary and permanent injunctions against CPE without bond or other security upon any actual or threatened breach of this covenant.

(d) The parties hereto acknowledge that the covenant not to compete set forth in this Section 6.5 has not been bargained for separately and apart from the purchase price to be paid for the Acquisition Assets and that no part of such purchase price is allocable to such covenant not to compete.

6.6 Pension Plans and Other Employee-Related Liabilities. CPE agrees to maintain all employee benefits required to be provided to CPE's employees hired by Whittaker upon the Closing Date under Articles XXXIV and XXXV of Carroll's agreement with Teamster's Union Local No. 830 (the "Union Contract") until the termination of employment of such employees by Whittaker or the expiration of six months from the Closing Date, whichever first occurs. Whittaker will reimburse to CPE, upon submission by CPE of its premium statement and evidence of payment therefor, all of CPE's insurance premiums associated with CPE's continued providing of such services. CPE hereby acknowledges and agrees that it will indemnify, hold harmless, and defend Whittaker from any claims, liabilities or causes of action asserted against Whittaker which relate in any way to CPE's employees employed in the Business prior to the Closing Date, including without limitation claims for vacation or back pay holiday or other employee benefits, or claims under ERISA. Whittaker hereby acknowledges and agrees that it will indemnify, hold harmless and defend CPE and Carroll from any claims, liabilities or causes of action asserted against CPE or Carroll which relate in any way to CPE's employees hired by Whittaker at the Closing Date including without limitation legal or contractual obligations to such employees under the Union Contract and under the National Labor Relations Act with respect to or relating to their employment by Whittaker after the Closing Date. Whittaker further specifically agrees that it will assume any liability for Severance pay under Article XXXII of the Union Contract.

6.7 Access to Records and Files. For a period of three (3) years following the Closing, CPE shall have reasonable access to such books, records and accounts, correspondence, production records, and other similar information as are transferred to Whittaker pursuant to the terms of this Agreement for the limited purposes of concluding its involvement in the Business prior to the Closing Date. For a period of three (3) years following the Closing Date, Whittaker shall have reasonable access to those books, records and accounts, correspondence, production records and other similar information which are retained by CPE pursuant to the terms of this Agreement to the extent that any of the foregoing relate to the Business.

6.8 Transfer of Certain Contracts. At the Closing Whittaker may elect to close the transactions contemplated hereby notwithstanding the fact that CPE may have failed to obtain a consent to the transfer of any lease, contract, or agreement which Whittaker has agreed to assume hereunder and which by its terms requires the consent of any other contracting party thereto. The parties hereto acknowledge and agree that at the Closing CPE will not assign to Whittaker any of the foregoing which by its terms requires the consent of any other contracting party thereto unless such consent has been obtained prior to the Closing Date.

6.9 Warranty Obligations.

(a) Except as hereinafter provided in this Section 6.9 at the Closing Whittaker shall assume and thereafter discharge all responsibilities of CPE to those in direct contractual relationship with CPE or Whittaker, as the case may be, for breach (a "Breach of Warranty") of any express or implied warranty (including, without limitation, the implied warranties of merchantability and fitness for a particular purpose) granted by CPE or Whittaker, as the case may be, in connection with sales of (i) products manufactured and sold by CPE at any time within the two (2) year period immediately preceding the Closing Date in connection with CPE's conduct of the Business; (ii) finished goods comprising any part of the Inventory existing on the Closing Date which may be sold by Whittaker at any time after the Closing Date; and (iii) products sold by Whittaker after the Closing Date which were manufactured in whole or in part out of any work in process comprising any part of the Inventory existing on the Closing Date; provided, however, that if the aggregate amount of all losses, damages, liabilities and expenses (including, without limitation, settlement costs and any legal, accounting and other expenses for investigating or defending any actions or threatened actions) reasonably incurred by Whittaker in connection with any Breach of Warranty arising out of any individual sale or a related series of sales of any of the foregoing products exceeds Ten Thousand Dollars ($10,000), CPE shall indemnify and hold harmless Whittaker in respect of the amount by which such aggregate losses, damages, liabilities and expenses (including as aforesaid) exceed such amount.

(b) Notwithstanding the terms of Section 6.9(a) hereof, Whittaker shall not assume any responsibility of CPE for, and CPE hereby agrees to indemnify, hold harmless and defend Whittaker with respect to, all losses, damages, liabilities and expenses (including as aforesaid) incurred in connection with:

(i) Any claim for Breach of Warranty based upon facts known by CPE on or at any time prior to the Closing Date, including, without limitation, all claims for Breaches of Warranty disclosed in Section 4.8 of CPE's Schedule, and

(ii) Any claim, demand or cause of action asserted or brought by any person (including those in direct contractual relationship with CPE or Whittaker) for physical injury to, or death of, or property damage suffered by such person or any other person which was proximately caused by any products manufactured by CPE at any time prior to the Closing Date or which comprised any part of the finished goods or work in process Inventory existing on the Closing Date.

(c) Except as otherwise provided in Section 6.9(a), Whittaker shall assume all responsibilities for, and shall indemnify and hold harmless CPE in respect of, any and all claims, losses, damages, liabilities, and expenses (including as aforesaid) incurred in connection with:

(i) Breaches of Warranty in connection with sales or products manufactured and sold by Whittaker after the Closing Date (excluding products manufactured in whole or in part out of any work in process comprising any part of the Inventory existing on the Closing Date); and

(ii) Any claim, demand, or cause of action asserted or brought by any person for physical injury to, or death of, or property damage suffered by such person or any other person which was proximately caused by goods of a type described in clause (i) of this Section 6.9(c).

(d) Whittaker shall have the exclusive right in its sole discretion to defend, settle and compromise any claim of a type covered by the indemnification provisions of Sections 6.9(a) and (c) hereof; provided, however, that if at any time Whittaker reasonably anticipates that the aggregate losses, damages, liabilities and expenses (including as aforesaid) reasonably expected to be incurred by Whittaker in connection with any Breach of Warranty, may give rise to an obligation of CPE to pay indemnity to Whittaker pursuant to the terms of Section 6.9(a) hereof, Whittaker will promptly notify CPE of the claim and, when known, the facts constituting the basis for such claim. In connection with any such claim CPE may, upon written notice to Whittaker, participate in (but not control) the defense of such claim with its counsel and at its sole cost

and expense. CPE shall have the exclusive right in its sole discretion to defend, settle and compromise any claim of a type covered by the indemnification provisions of Section 6.9(b) hereof.

(e) All indemnification under this Section 6.9 shall be effected by payment of cash or delivery of a certified or official bank check in the amount of the indemnification liability. All amounts of indemnity to be paid by either party to the other pursuant to this Section 6.9 shall bear interest at the rate of ten percent (10%) per annum from the date that the relevant cash disbursements were made until such indemnification is fully paid.

6.10 Cooperation in Litigation. Each party will fully cooperate with the other in the defense or prosecution of any litigation or proceeding already instituted or which may be instituted hereafter against or by such party relating to or arising out of the conduct of the business prior to the Closing Date (other than litigation arising out of the transactions contemplated by this Agreement). Except to the extent such party may be entitled to indemnification hereunder, the party requesting such cooperation shall pay the out-of-pocket expenses (including legal fees and disbursements) of the party providing such cooperation and of its officers, directors, employees and agents reasonably incurred in connection with providing such cooperation, but shall not be responsible to reimburse the party providing such cooperation for the salaries or costs of fringe benefits or other similar expenses paid by the party providing such cooperation to its officers, directors, employees and agents while assisting in the defense or prosecution of any such litigation or proceeding.

6.11 Guaranty of Collection of Accounts Receivable.

(a) If CPE receives, after the Closing Date, a check from any customer of the Business made payable to it or to Whittaker, it shall promptly endorse such check to Whittaker, if necessary, and transmit such check to Whittaker, CPE hereby authorized Whittaker to endorse such checks in CPE's name if made payable to CPE and received directly by Whittaker, after the Closing Date.

(b) Whittaker shall deposit into an account designated "Whittaker-CPE Hold-back Account" the sum of $20,000 as set forth in Section 2.3(b) hereof as security for the guaranty provided by CPE in this Section 6.11.

(c) After the date which is three (3) months following the Closing Date, Whittaker shall transmit to CPE a

list of accounts receivable of the Business arising prior to the Closing (the "Guaranteed Accounts") and then remaining unpaid, and deliver to CPE the balance of such Whittaker-CPE Hold-back Account after deducting the aggregate amount of all such unpaid Guaranteed Accounts. In the event the balance in such Hold-back Account is insufficient, CPE shall within ten (10) days remit a certified or bank check to Whittaker in the amount of the aggregate balance of the unpaid Guaranteed Accounts not thereby discharged. In the event Whittaker thereafter receives payments which relate to the Guaranteed Accounts which have been paid by CPE, it shall promptly transmit such payments to CPE.

(d) CPE acknowledges and agrees that it shall bear sole responsibility for the collection of the Guaranteed Accounts and that Whittaker shall have no obligation whatsoever to alter its dealings with its customers or to take any action to collect such accounts except to remit bills periodically which indicate such accounts are past due.

6.12 Returns of Merchandise. If at any time within ninety (90) days of the Closing any customer returns goods relating to the Business which were sold by CPE prior to the Closing Date, CPE will reimburse Whittaker for any net expense (invoiced cost, plus freight) incurred as a result of such return, provided however that this Section shall not affect any right to indemnification that Whittaker may have pursuant to this Agreement.

7. Indemnification

7.1 Certain Provisions Applicable. In addition to the indemnity payable by the parties pursuant to Section 6.9 hereof, the following Sections 7.2 through 7.6 provide for the payment of certain other indemnities by the parties.

7.2 Indemnification by CPE. CPE shall indemnify and hold harmless Whittaker in respect of any and all claims, losses, damages, liabilities and expenses (including, without limitation, settlement costs and any reasonable legal, accounting and other expenses for investigating or defending any actions or threatened actions) reasonably incurred by Whittaker, together with interest on cash disbursements in connection therewith at the rate of ten percent (10%) per annum from the date such cash disbursements were made by Whittaker until paid by CPE, in connection with each and all of the following:

(a) any material breach of any representation or warranty made by CPE in this Agreement;

(b) the breach of any covenant, agreement or obligation of CPE contained in this Agreement or any other instrument contemplated by this Agreement;

(c) any material misrepresentation contained in any written statement or certificate furnished by CPE pursuant to this Agreement or in connection with the transactions contemplated by this Agreement;

(d) any claims against, or liabilities or obligations of, CPE not specifically assumed by Whittaker pursuant to this Agreement; and

(e) any claims based in whole or in part on events or conditions occurring or existing in connection with, or arising out of, the Business prior to the Closing, including without limitation any claims based on harm to the environment or the disposal of toxic or otherwise hazardous wastes.

7.3 Indemnification by Whittaker. Whittaker shall indemnify and hold harmless CPE in respect of any and all claims, losses, damages, liabilities and expenses (including, without limitation, settlement costs and any reasonable legal, accounting or other expenses for investigating or defending any actions or threatened actions) reasonably incurred by CPE, together with interest on cash disbursements in connection therewith at the rate of ten percent (10%) per annum from the date that such cash disbursements were made by CPE until paid by Whittaker, in connection with each and all of the following:

(a) any material breach of any representation or warranty made by Whittaker in this Agreement;

(b) the breach of any covenant, agreement or obligation of Whittaker contained in this Agreement or any other instrument contemplated by this Agreement; and

(c) any misrepresentation contained in any written statement or certificate furnished by Whittaker pursuant to this Agreement or in connection with the transactions contemplated by this Agreement.

(d) any claims based in whole or in part on events or conditions occurring or existing in connection with, or arising out of, the Business subsequent to the Closing, including without limitation any claims based on harm to the environment or the disposal of toxic or otherwise hazardous wastes allegedly committed by Whittaker after the Closing.

7.4 Claims for Indemnification. Whenever any claim shall rise for indemnification hereunder, the party entitled to

indemnification (the "Indemnified Party") shall promptly notify the other party (the "Indemnifying Party") of the claim and, when known, the facts constituting the basis for such claim. In the event of any claim for indemnification hereunder resulting from or in connection with any claim or legal proceedings by a third party, the notice to the Indemnifying Party shall specify, if known, the amount or an estimate of the amount of the liability arising therefrom. The Indemnified Party shall not settle or compromise any claim by a third party for which it is entitled to indemnification hereunder, without the prior written consent of the Indemnifying Party (which shall not be unreasonably withheld) unless suit shall have been instituted against it and the Indemnifying Party shall not have taken control of such suit after notification thereof as provided in Section 7.5 of this Agreement.

7.5 Defense by Indemnifying Party. In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any claim or legal proceeding by a person who is not a party to this Agreement, the Indemnifying Party at its sole cost and expense may, upon written notice to the Indemnified Party, assume the defense of any such claim or legal proceeding if it acknowledges to the Indemnified Party in writing its obligation to indemnify the Indemnified Party with respect to all elements of such claim. The Indemnified Party shall be entitled to participate in (but not control) the defense of any such action, with its counsel and at its own expense. If the Indemnifying Party does not assume the defense of any such claim or litigation resulting therefrom, (a) the Indemnified Party may defend against such claim or litigation, in such manner as it may deem appropriate, including, but not limited to, settling such claim or litigation, after giving notice of the same to the Indemnifying Party, on such terms as the Indemnified party may deem appropriate, and (b) the Indemnifying Party shall be entitled to participate in (but not control) the defense of such action, with its counsel and at its own expense. If the Indemnifying Party thereafter seeks to question the manner in which the Indemnified Party defended such third party claim or the amount or nature of any such settlement, the Indemnifying Party shall have the burden to prove by a preponderance of the evidence that the Indemnified Party did not defend or settle such third party claim in a reasonably prudent manner.

7.6 Manner of Indemnification. All indemnification hereunder shall be effected by payment of cash or delivery of a certified or official bank check in the amount of the indemnification liability.

7.7 Survival and Limitation on Indemnification. All representations and warranties made by the parties herein or in

any instrument or document furnished in connection herewith and all rights to indemnification conferred by this Agreement shall survive the Closing and any investigation at any time made by or on behalf of the parties hereto, and shall expire on the second anniversary of the Closing Date, except (i) as to any matter as to which a claim is submitted in writing to the indemnifying party prior to such second anniversary and identified as a claim for indemnification pursuant to this Agreement and (ii) as to any matter which is based upon willful fraud by the indemnifying party, with respect to which the representations and warranties set forth in this Agreement shall expire only upon expiration of the applicable statute of limitations. No claim or action for indemnity pursuant to this Section 7 for breach of any representation or warranty shall be asserted or maintained by either party hereto after the expiration of such representation or warranty pursuant to the preceding sentence except for claims made in writing prior to such expiration and actions (whether instituted before or after such expiration) based on any claim made in writing prior to such expiration. Wherever in this Section 7 the breach giving rise to a right to indemnification must be a "material" breach, material shall be construed to require that such breach have an adverse economic effect of Ten Thousand Dollars ($10,000) or more. Notwithstanding any to the contrary herein contained neither CPE nor Whittaker shall have any liability to the other for indemnity hereunder in excess of One Hundred Fifty Thousand Dollars ($150,000).

8. Conditions to Closing.

8.1 Conditions to Obligations of Each Party. The obligations of each party to consummate the transactions contemplated hereby shall be subject to the fulfillment, at or prior to the Closing Date, of the following conditions:

8.1.1 No Action or Proceeding. No claim, action, suit, investigation, or other proceeding shall be pending or threatened before any court or governmental agency which presents a substantial risk of the restraint or prohibition of the transactions contemplated by this Agreement or the obtaining of material damages or other relief in connection therewith.

8.1.2 Compliance with Law. There shall have been obtained all permits, approvals, and consents of all governmental bodies or agencies which counsel for Whittaker or for CPE may reasonably deem necessary or appropriate so that consummation of the transactions contemplated by this Agreement will be in compliance with applicable laws.

8.1.3 Consents to Assignment of Certain Contracts. All necessary consents to the assignment of all Contracts Requiring Consents shall have been obtained in written instruments reasonably satisfactory to the parties hereto.

8.2 Conditions to Obligations of Whittaker. The obligations of Whittaker to consummate the transactions contemplated hereby shall be, at the option of Whittaker, subject to the fulfillment, at or prior to the Closing Date, of the following additional conditions:

8.2.1 Representations and Warranties True. The representations and warranties of CPE contained in this Agreement or in any other document of CPE delivered pursuant hereto shall be true and correct in all material respects on the Closing Date with the same effect as if made on the Closing Date, and at the Closing CPE shall have delivered to Whittaker a certificate to such effect signed by the President and the Secretary of CPE.

8.2.2 CPE's Performance. Each of the obligations of CPE to be performed by it on or before the Closing Date pursuant to the terms of this Agreement shall have been duly performed in all material respects on or before the Closing Date, and at the Closing CPE shall have delivered to Whittaker a certificate to such effect signed by the President and the Secretary of CPE.

8.2.3 Authority. All actions required to be taken by, or on the part of, CPE to authorize the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby shall have been duly and validly taken by the Board of Directors of CPE and by the sole stockholder thereof.

8.2.4 Opinion of CPE Counsel. Whittaker shall have been furnished at the Closing with an opinion of Edwards & Angell, counsel to CPE, dated the Closing Date, substantially in the form attached hereto as Exhibit 8.2.4.

8.2.5 Additional Closing Documents of CPE. Whittaker shall have received at the Closing the following documents, dated the Closing Date:

(a) Copies, certified by CPE's corporate Secretary, of resolutions of the Board of Directors of CPE and of CPE's stockholders authorizing the execution, delivery and performance of this Agreement and all other agreements, documents and instruments relating hereto and the consummation of the transactions contemplated hereby;

(b) Bills of sale and assignments, in form and substance reasonably satisfactory to counsel for Whittaker, covering the items of personal property included in the Acquisition Assets to be transferred or assigned to Whittaker at the Closing;

(c) Such further instruments of sale, transfer, conveyance, assignment or delivery covering the Acquisition Assets or any part thereof as Whittaker may reasonably require to assure the full and effective sale, transfer, conveyance, assignment or delivery of the Acquisition Assets to be transferred to Whittaker under this Agreement;

(d) A guarantee by Carroll of the liabilities assumed by CPE under this Agreement in the form attached hereto as Exhibit 8.2.5(d).

(e) A lease for the Schuylkill Facility in the form attached hereto as Exhibit 8.2.5(e).

(f) Such other documents as Whittaker may reasonably request.

8.2.6 No Adverse Changes. Between the date of this Agreement and the Closing Date there shall not have occurred any damage, destruction or loss of any of the assets of the Business, whether or not covered by insurance, which has had or may reasonably be expected to have a material and adverse effect on the Business or its prospects, nor shall there have occurred any other event or condition which has had or which may reasonably be expected to have a material and adverse effect on the results of operations, condition (financial or otherwise), assets, properties or prospects of the Business.

8.3 Conditions to Obligations of CPE. The obligation of CPE to consummate the transactions contemplated hereby shall be, at the option of CPE, subject to the fulfillment, at or prior to the Closing Date, of the following additional conditions:

8.3.1 Representations and Warranties True. The representations and warranties of Whittaker contained in this Agreement or in any document delivered pursuant hereto shall be true and correct in all material respects on the Closing Date with the same effect as if made on the Closing Date, and at the Closing Whittaker shall have delivered to CPE, a certificate to such effect, signed by the President, the Executive Vice President, any Senior Vice President, or any Vice President of Whittaker.

8.3.2 Performance of Covenants. Each of the obligations of Whittaker to be performed on or before the Closing Date pursuant to the terms of this Agreement shall have been duly performed on or before the Closing Date, and at the Closing Whittaker shall have delivered to CPE, a certificate to such effect signed by the President, the Executive Vice President, any Senior Vice President or any Vice President of Whittaker.

8.3.3 Authority. All actions required to be taken by, or on the part of, Whittaker to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby shall have been duly and validly taken.

8.3.4 Opinion of Whittaker's Counsel. CPE shall have been furnished with an opinion of Whittaker's Assistant General Counsel dated the Closing Date, substantially in the form attached hereto as Exhibit 8.3.4.

8.3.5 Additional Closing Documents of Whittaker. CPE shall have received at the Closing the following documents, each dated the Closing Date:

(a) The check or other form of cash required to be delivered by Whittaker at the Closing pursuant to Section 2.3 hereof; and

(b) Such other Closing documents as CPE may reasonably request.

9. Miscellaneous.

9.1 Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if delivered personally or three (3) days after mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties, their successors in interest or their assignees at the following addresses, or at such other addresses as the parties may designate by written notice in the manner aforesaid:

If to Whittaker:

Whittaker Corporation
10880 Wilshire Boulevard
Los Angeles, California 90024
Attention: Office of the
General Counsel

If to CPE:

Carroll Products Enterprises, Inc.
P.O. Box 66, Route 91
Wood River Junction,
Rhode Island 02894
Attention: Dr. R. Chadha

9.2 Assignability and Parties in Interest. This Agreement shall not be assignable by either of the parties hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors.

9.3 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Rhode Island.

9.4 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

9.5 Indemnification for Brokerage. Whittaker acknowledges that CPE employed the services of Burgess & Leith, Inc. ("BLI"), an investment banking firm of Providence, Rhode Island pursuant to a separate agreement between CPE and BLI, CPE shall pay BLI and hold harmless Whittaker with respect to any commissions payable to such firm. Whittaker represents and warrants to CPE that no broker or finder has acted on its behalf in connection with this Agreement or the transactions contemplated hereby, and agrees to indemnify and hold and save harmless CPE from any claim or demand for commissions or other compensation by any broker, finder or similar agent claiming to have been employed by or on behalf of Whittaker.

9.6 Publicity. CPE and Whittaker agree that press releases and other announcement to be made by either of them with respect to the transactions contemplated hereby shall be subject to mutual agreement. Notwithstanding the foregoing, each of the parties hereto may respond to inquiries relating to this Agreement and the transactions contemplated hereby by the press, securities analysts, employees, or customers without any notice to, or further consent of, the other parties.

9.7 Complete Agreement. This Agreement, the Exhibits hereto, CPE's Schedule, and the documents delivered or to be delivered pursuant to this Agreement contain or will contain the entire agreement between the parties hereto with respect to the transactions contemplated herein and shall supersede all previous oral and written and all contemporaneous oral negotiations, commitments and understandings.

9.8 Modifications, Amendments and Waivers. At any time prior to the Closing Date or termination of this Agreement, the parties hereto may: (a) extend the time for the performance of any of the obligations of other acts of the parties hereto; (b) waive any inaccuracies in the representations and warranties contained in this Agreement or in any document delivered pursuant to this Agreement; (c) waive compliance with any of the covenants or agreements contained in this Agreement; and (d) amend or supplement any of the provisions of this Agreement; provided however that any agreement to any such extension, waiver or amendment shall be valid only if set forth in a written instrument signed by the parties.

9.9 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.10 Severability. Any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

9.11 Due Diligence Investigation. All representations and warranties contained herein which are made to the knowledge of a party shall require that such party make reasonable investigation and inquiry with respect thereto to ascertain the correctness and validity thereof.

9.12 Expenses of Transactions. Whittaker shall be responsible for paying all sales taxes arising out of the transfer of the Acquisition Assets to Whittaker pursuant to the term of this Agreement. All transfer taxes, correspondent legal fees and other similar expenses incurred in connection with the transfer to Whittaker of any Proprietary Rights shall be borne equally by the parties hereto. All other fees, costs and expenses incurred by Whittaker or CPE in connection with the transactions contemplated by this Agreement shall be borne by the party incurring the same.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed in its corporate name by a

duly authorized officer thereof and its corporate seal to be affixed hereto, all as of the date first above written.

[SEAL]

Attest:

Gordon J. Louttit
Assistant General Counsel

WHITTAKER CORPORATION

By
Gregory T. Parkos
Vice President

[SEAL]

Attest:

R. N. Chadha
Dr. Rajendra N. Chadha
Chairman of the Board

CARROLL PRODUCTS ENTERPRISES, INC.

By
Kailash C. Pande
President

EDWARDS & ANGELL

Counsellors at Law

One Hospital Trust Plaza
Providence, Rhode Island 02903
401 274-9200
Telex 952001 "E A PVD"
Telecopier 401 276-6611

December 15, 1983

Whittaker Corporation
10880 Wilshire Boulevard
Los Angeles, CA 90024

Attention: Office of the General Counsel

Gentlemen:

This opinion is furnished to you ("Whittaker") pursuant to Section 8.2.4 of the Asset Purchase Agreement (the "Agreement") between you and Carroll Products Enterprises, Inc., a Pennsylvania corporation (the "Company") of even date herewith.

We have acted as special counsel to the Company in connection with the preparation and negotiation of the Agreement and the consummation of the sale of assets contemplated thereby. We have examined and are familiar with the Articles of Incorporation of the Company, as amended, the Bylaws of the Company, as amended, all material records of meetings of stockholders and directors of the Company originals or copies certified to our satisfaction of such records of the Company, agreements and other instruments, certificates of public officials, certificates of officers and representatives of the Company and such other documents as we have determined are necessary as a basis for the opinions hereinafter expressed.

In our examination of the above documents, we have assumed the genuineness of all signatures and the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies, and the authenticity of the originals of such latter documents.

EXHIBIT 8.2.4

375 Park Avenue
Suite 3409
New York, NY 10152
212 308-4411
Telecopier 212 308-4844

250 Royal Palm Way
P.O. Box 2621
Palm Beach, Florida 33480
305 833-7700
Telecopier 305 655-8719

One Boston Place
Suite 3920
Boston, Massachusetts 02108
617 720-3440
Telecopier 617 720-0641

Insofar as this opinion relates to factual matters, information with respect to which is in possession of the Company, we have made inquiries to the extent we believe reasonable with respect thereto and have relied upon representations in the Agreement and/or made to us by one or more officers or employees of the Company and nothing has come to our attention leading us to question the accuracy of such information.

The opinions hereinafter expressed are based on the assumption that (i) all relevant bulk sales laws have been complied with in all respects even though such in fact is not the case as is set forth in Section 6.4 of the Agreement, and (ii) the transaction involves a sale by the Company of all of the Acquisition Assets which are located in Pennsylvania and that although the closing takes place in Rhode Island, such locus is one of convenience and does not submit the Company or the Acquisition Assets to the jurisdiction of the Rhode Island tax authorities.

The opinions hereinafter expressed are also qualified to the extent that the validity or enforceability of any of the agreements, documents or obligations referred to herein may be subject to or affected by applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting the rights of creditors generally, or by statutory or decisional law concerning recourse by creditors to security in the absence of notice and hearing. We do not express any opinion herein as to the availability of any equitable or other specific remedy upon breach of any of the agreements, documents or obligations referred to herein.

All capitalized terms not defined herein shall have the same meanings herein as are ascribed to them in the Agreement.

On the basis of and subject to the foregoing, we are of the opinion that:

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the state of Pennsylvania, and has full corporate power and authority to carry on the Business and to own or lease and operate its assets and properties;

(b) The Company has full corporate power to carry out the transactions provided for in the Agreement; the Agreement and the bill of sale executed by the Company in connection with the Agreement have been duly and validly authorized, executed and delivered and (assuming the Agreement and such other instruments are binding obligations of Whittaker) constitute valid and binding obligations of the Company;

(c) Neither the execution and delivery by the Company of the Agreement nor the bill of sale nor other documents executed and delivered by the Company in connection with the Agreement:

(i) violates or conflicts with the Company's Articles of Incorporation or its Bylaws, or to our knowledge after due inquiry, violates, or conflicts with, or results in a breach of any provisions of, or constitutes a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or results in the termination of, or accelerates the performance required by, any of the terms, conditions or provisions of any material agreement to which the Company is a party, except for such violations, conflicts, breaches, or defaults as to which requisite waivers or consents either shall have been obtained by the Company by the Closing Date or shall have been waived by Whittaker in writing; or

(ii) violates in any material respect any order, writ, injunction, decree, statute, rule or regulation which has applicability to the Company or the Business or any of the material Acquisition Assets, the enforcement of which could have a material and adverse effect on the Business or Whittaker's ownership of the Acquisition Assets;

(d) To our knowledge after due inquiry, except as disclosed in writing by the Company to Whittaker pursuant to the Agreement, there is no pending material claim, action, suit, investigation or proceeding of any kind against the Company relating to the Business;

(e) No consent or approval which has not been obtained by any governmental authority is required for execution and delivery by the Company of the Agreement or any of the documents executed and delivered by the Company in connection herewith;

(f) The Company holds title to those items of personal property included in the Acquisition Assets free of liens and encumbrances;

(g) The bill of sale and other documents executed and delivered by the Company to effect the transfer of those items of personal property included in the Acquisition Assets are sufficient to effect the sale, transfer and assignment of the Company's right, title, and interest in such Acquisition Assets and are valid and binding obligations of the Company.

Sincerely,

EDWARDS & ANGELL

3. Status of Guarantor: Guarantor hereby grants this guaranty as a principal obligor and not merely as surety. In this connection, Guarantor waives any right to require Whittaker to proceed first against CPE in the event of any breach by CPE under the Asset Purchase Agreement or CPE's failure to perform or observe any obligation or liability required of it thereunder; to proceed against or exhaust any security which Whittaker may hold of CPE; or to pursue any other remedy available to Whittaker. In the event Guarantor itself elects to wind-up and dissolve or to transfer all or substantially all of its business and assets to any other party, whether affiliated or otherwise, no such sale, transfer, winding up and dissolution, or other disposition will be consummated unless the obligations of Guarantor herein undertaken are assumed by a responsible party reasonably satisfactory to Whittaker.

4. Covenant Not To Compete: Guarantor further agrees as an additional inducement to Whittaker to consummate the transaction contemplated under the Asset Purchase Agreement that it will observe, and will cause any subsidiary corporation or other entity over which it exercises control to observe, Section 6.5 of the Asset Purchase Agreement as through Guarantor and each of such other persons were directly bound as signatories thereto.

5. Miscellaneous:

5.1 Notices: Any notice, request, demand, or other communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

If to Whittaker:
Whittaker Corporation
10880 Wilshire Boulevard
Los Angeles, California 90024
Attention: Office of the
General Counsel

If to Guarantor:
Carroll Products, Inc.
P.O. Box 66, Route 91
Wood River Junction, Rhode Island
02894

5.2 Governing Law: This Guaranty Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Rhode Island.

5.3 Complete Agreement: This Guaranty and Agreement supersedes all previous oral and written agreements and all contemporaneous oral negotiations, commitments, writings, and understandings of the parties with respect to the transactions contemplated herein. This Agreement may not be waived,

GUARANTY AND AGREEMENT

This Guaranty and Agreement (this "Agreement") is made entered into on the _____ day of December, 1983 by and between Whittaker Corporation, a California corporation ("Whittaker"), and Carroll Products, Inc., a New York corporation ("Guarantor").

RECITALS:

A. Whittaker and Carroll Products Enterprises, Inc., a wholly owned subsidiary of Guarantor ("CPE"), are parties to that certain Asset Purchase Agreement of even date herewith pursuant to which Whittaker has agreed to purchase and CPE has agreed to sell substantially all of the business and assets of CPE.

B. CPE has advised Whittaker that following the consummation of the transactions described in the Asset Purchase Agreement, CPE may elect to liquidate and wind-up its business and affairs.

C. As an inducement to Whittaker to proceed with the transaction described in the Asset Purchase Agreement, Guarantor has agreed to guarantee all of the executory obligations to be performed, and other liabilities assumed, by CPE under the Asset Purchase Agreement.

AGREEMENT:

For valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Guaranty. Guarantor hereby guarantees to and for the benefit of Whittaker, the due and punctual performance by CPE of each and every obligation undertaken, and prompt payment or satisfaction of all liabilities assumed, by CPE under and pursuant to the certain Asset Purchase Agreement.

2. Waiver of Defenses: Guarantor hereby waives: (a) all statutes of limitations to the defense of any action brought against Guarantor by Whittaker to the fullest extent permitted by law; (b) any defense based upon the legal disability of CPE or any discharge or limitation on the liability of CPE to Whittaker, whether consensual or arising by operation of law including, without limitation, such limitations as may arise under bankruptcy, insolvency, or debtor relief proceedings or from any other cause; (c) presentment, demand, protest, and notice of any kind; and, (d) any defense based upon or arising out of any defense which CPE may have to the payment or performance of any liability or obligation.

altered, or modified except by written agreement of the parties hereto.

5.4 Invalidity: The invalidity or unenforceability of any one or more provisions of this Guaranty will not affect any other provision. The provisions of this Guaranty will bind and benefit the successors and assigns of Guarantor and Whittaker.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty and Agreement to be signed on its behalf by its president and attested by its chairman and its corporate seal to be affixed hereto, all as of the date first above written.

CARROLL PRODUCTS, INC.

By_____
Kailash C. Pande
President

Attest:

_____
Dr. Rajendra N. Chadha
Chairman of the Board

(SEAL)

L E A S E

THIS AGREEMENT is made and entered into this 15th day of December, 1983, by and between CARROLL PRODUCTS ENTERPRISES, INC., a Pennsylvania corporation, ("Landlord"), and WHITTAKER CORPORATION, a California corporation (hereinafter called "Tenant").

W I T N E S S E T H:

In consideration of the mutual promises and covenants herein contained, Landlord does hereby lease and demise to Tenant and Tenant does hereby accept and lease from Landlord, on the terms and conditions hereinafter provided, the premises located at 2346 West Sedgley Avenue, Philadelphia, Pennsylvania (the "Premises").

ARTICLE I
TERM AND OPTIONS

1.1 Term. The term of this Lease shall be six months, commencing December 15, 1983 (the "Commencement Date").

1.2 Termination. At any time during the original term or any hold-over term hereunder, Tenant may terminate this lease upon three (3) days' written notice without liability for any rental due hereunder other than the rental due for the month in which such termination is effected.

ARTICLE II
RENTAL

2.1 Rental: Original Term. The total rental consideration for the original term shall be One Dollar ($1.00) payable on the Commencement Date.

2.2 Rental: Hold Over Term. Should Tenant hold over in possession after June 15, 1984 such holding over shall not be deemed to extend the term or to renew this Lease, but Tenant shall continue to abide by the covenants and conditions herein set forth and to pay rental at the rate of One Thousand Dollars ($1,000) per week for each week in which Tenant holds over.

ARTICLE III
USE AND SURRENDER

3.1 Use of Premises. Tenant may use and occupy the Premises for any lawful purpose. Tenant shall not permit any unlawful occupancy, business, or trade to be conducted on the Premises or any part thereof.

3.2 Repairs and Alterations.

(a) Tenant shall, at its expense, perform all maintenance and repairs to the interior of the Premises as shall result from the negligence of Tenant, or which is necessary to keep in good order and condition the interior of the Premises, ordinary wear and tear excepted. Landlord and Tenant hereby agree that the "interior of the Premises" shall not be interpreted to include interior plumbing, heating, air conditioning, ventilating, electrical and lighting facilities. All damage or injury to the Premises and to its fixtures, appurtenances and equipment or to the building or to its fixtures, appurtenances and equipment caused by the negligence of Tenant, for which Landlord has not been or will not be reimbured by insurance, shall be repaired, restored or replaced promptly by Tenant at its sole cost and expense, which repairs, restorations and replacements shall be in quality and class equal to the original work or installations, normal wear and tear excepted.

(b) Landlord shall, at his expense, perform all maintenance to the exterior of the Premises, and shall make all structural and other repairs and replacements of whatever kind or character necessary to keep in good order and repair the Premises, except for repairs which Tenant is obligated to make pursuant to subsection (a), above.

3.3 Landlord's Access to Premises. Landlord, his agents, contractors, employees, prospective purchasers, prospective mortgagees and prospective lessees may at reasonable times upon 24 hours advance written notice to Tenant and without disturbing Tenant's business operations, enter the premises during normal business hours for the purpose of inspection, display, and making repairs to the premises.

3.4 Surrender of Premises. Tenant shall, on or before the last day of the term of this Lease or sooner termination hereof, peaceably and quietly leave, surrender and yield up unto Landlord the Premises in the same condition as received, ordinary wear and tear excepted, together with all alterations and improvements which may have been made upon the Premises by Tenant. Tenant shall remove on or before the last day of the term of this Lease or sooner termination hereof, all fixtures, personal property, equipment and signs installed by Tenant on the Premises. During the term hereof, Tenant consents to the continued storage by Landlord of certain chemicals and inventory not purchased by Tenant pursuant to that certain Asset Purchase Agreement by and between Tenant and Landlord of even date herewith (the "Purchase Agreement"). Nothing herein contained shall be construed so as to require Tenant to remove, treat, or dispose of any of such materials, all liabilities and obligations associated with any such removal, storage, or disposal being solely those of the Landlord.

ARTICLE IV
DAMAGE

4. Notice of Damage. Tenant shall give prompt notice to Landlord of any accident to or defect in the Premises or any damage by fire, flood, or other casualty.

ARTICLE V
TAXES

5. Taxes and Assessments: Landlord shall pay all property taxes and assessments which may be levied or assessed against the Premises during the term hereof. Tenant shall pay any personal property taxes which may be levied or assessed against Tenant's personal property, equipment, or fixtures during the term hereof.

ARTICLE VI
INSURANCE AND INDEMNITY

6.1 Insurance and Risk of Loss: Tenant shall carry at its own cost and expense comprehensive liability insurance for the occupancy and use of the Premises. The policy shall be for limits of at least $500,000 for injury to one person and $1,000,000 for each accident and $500,000 for damage to property. Landlord shall carry at its own cost and expense insurance on the building of which the Premises are a part for the full insurable value thereof, against loss or damage by fire, flood and other risks of loss and hazards covered by property damage insurance with extended coverages. All policies of insurance in any way relating to the Premises, its contents or operations therein, carried by either party to this Lease, shall by their terms or by endorsement, provide that the party insured waives right of recovery against the other party to this Lease in the event of loss due to an insured peril, and each party shall at all times during the term of this Lease furnish current certificates of insurance or copies of policies to the other party evidencing compliance with this sentence; and the parties hereto do hereby waive right of recovery against each other for claim, loss, or damage resulting from any such insured peril.

6.2 Indemnification by Landlord. Landlord hereby indemnifies and holds Tenant harmless in connection with any and all liabilities or obligations arising from or out of the conduct of business by Landlord at the Premises prior to the Commencement Date and the violation by Landlord of any law, rule, or regulation, relating to harm to the environment or to the treatment, disposal, discharge, or storage, of any waste material, process water, or inventory (except for inventory purchased by Tenant pursuant to the Purchase Agreement).

ARTICLE VII
DEFAULT

7.1 Default and Care. If default be made in any of the covenants and agreements herein contained to be performed by Tenant, and Tenant shall not have cured such default within 30 days after notice to Tenant in writing by the Landlord, or, if the nature of such default is such that it cannot reasonably be cured within such 30-day period, Tenant shall not have commenced curing same within such 30-day period and completed such action within a reasonable period therafter. Landlord may declare said term ended and reenter the Premises.

7.2 Recovery of Rent. In the event of the termination of this Lease pursuant to Section 7.1 hereof, Landlord shall be entitled to recover from Tenant only that amount of rent that would be payable by Tenant in the event of a termination by Tenant in accordance with Section 1.2 hereof.

7.3 Default by Landlord. If default be made by Landlord of any of the covenants and agreements herein contained to be kept by Landlord and Landlord shall not have cured such default within 30 days after notice to Landlord in writing by Tenant, or if the nature of such default is such that it cannot reasonably be cured within such 30 day period, Landlord shall not have commenced curing same within such 30 day period and completed such action within a reasonable period thereafter, Tenant shall have the right to either terminate this Lease upon notice in writing or to cure such default in accordance with Section 12.2 hereof.

ARTICLE VIII
QUIET ENJOYMENT

8. Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon performing all the terms and conditions of this Lease on Tenant's part to be observed and performed, Tenant may peaceably and quietly have, hold, occupy and enjoy the Premises without hindrance or molestation from Landlord or anyone claiming by, through, or under Landlord.

ARTICLE IX
ASSIGNS

9. Assignment. Tenant shall not assign this Lease or sublet all or any part of the Premises without the prior written consent of Landlord. Any assignment by Landlord of any interest in or to this Lease or in the Premises shall be subject and subordinate to Tenant's interests herein.

ARTICLE X
WAIVER

10. Waiver. No waiver by either party at any time, express or implied, of any breach of any provision of this

Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. The receipt of rent by Landlord with knowledge of any breach of this Lease by Tenant or of any default on the part of Tenant in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision hereof.

ARTICLE XI
UTILITIES

11. Utilities. Tenant shall be responsible for the payment of all utilities provided to the Premises, including water, electricity, gas, and refuse collection.

ARTICLE XII
DEFAULT

12.1 Landlord May Cure Default. In the event of any breach hereunder by Tenant of any obligation in relation to the Premises, or any of the terms or covenants hereof, Landlord may, on reasonable notice to Tenant, cure such breach for the account of and at the expense of Tenant. If Landlord at any time, by reason of such breach, is compelled to pay, or elects to pay any sum of money or do any act which will require the payment of any sum of money, or is compelled to obtain attorneys in instituting or prosecuting any suit in regard to such default, the sum or sums so paid by Landlord shall be deemed to be additional rent hereunder and shall be due from Tenant to Landlord on the first day of the month following the incurring of such expenses.

12.2 Tenant May Cure Default. In the event of any breach hereunder by Landlord of any obligation under this Lease, Tenant may, on reasonable notice to the Landlord, cure such breach for the account of and at the expense of Landlord. If Tenant at any time, by reason of such breach, is compelled to pay, or elects to pay any sum of money or do any act which will require the payment of any sum of money, or is compelled to obtain attorneys in instituting or prosecuting any suit in regard to such default, the sum or sums so paid by Tenant will be reimbursed by Landlord.

ARTICLE XIII
MISCELLANEOUS

13.1 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if delivered personally or three (3) days after mailing by certified or registered mail, postage prepaid, return receipt requested, to the parties, their successors in interest, or their assignees at the following addresses, or at

such other addresses as the parties may designate by written notice in the manner aforesaid:

If to Tenant: Whittaker Corporation
10880 Wilshire Boulevard
Los Angeles, California 90024
Attention: Office of the
General Counsel

If to Landlord: Carroll Products Enterprises, Inc.
P.O. Box 66, Route 91
Wood River Junction, Rhode Island
02894
Attention: Dr. R. Chadha

13.2 Entire Agreement. This Lease constitutes the entire agreement between the parties relating to the leasing of the Premises and shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no agreement or understanding varying or extending the same will be binding upon either party hereto unless in writing signed by a duly authorized person or representative thereof.

13.3 Attorneys' Fees. In any action brought to enforce any right hereunder, the non-prevailing party shall pay all costs and expenses, including attorneys' fees, incurred by the prevailing party in enforcing the provisions of this Lease or in sustaining or interpreting the provisions hereof in any proceeding or contest between the parties.

13.4 Interest. If either party shall fail to pay any rent or other amounts or charges to be paid hereunder, such unpaid amount shall bear interest from the due date thereof to the date of payment at the rate of fifteen percent (15%) per annum.

13.5 Law. This Lease shall be governed by and construed in accordance with the laws of the State of Pennsylvania.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals on the day and year first above written.

LANDLORD:

CARROLL PRODUCTS ENTERPRISES, INC.

Attest:

Dr. Rajendra N. Chadha Chairman of the Board	Kailash C. Pande President

TENANT:

WHITTAKER CORPORATION

Attest:

Gordon J. Louttit Assistant General Counsel	Gregory T. Parkos Vice President

Whittaker

Legal Department
Whittaker Corporation
10880 Wilshire Boulevard
Los Angeles, California 90024
213/475-9411

File Number

December 15, 1983

Carroll Products Enterprises, Inc.
P.O. Box 66, Route 91
Wood River Junction, Rhode Island 02894

Gentlemen:

I have acted as counsel for Whittaker Corporation, a California corporation ("Whittaker"), in connection with the negotiation, execution, and delivery of that certain agreement entitled "Asset Purchase Agreement" dated December 15, 1983 (the "Agreement"), by and between Carroll Products Enterprises, Inc., a Pennsylvania corporation ("CPE") and Whittaker.

In this connection, and as the basis for the opinion stated below, I have examined and relied upon the originals or copies certified to my satisfaction of such corporate records, documents, certificates, and other instruments as are in my judgment necessary and appropriate in order to be able to render the opinion expressed below. Based upon the following and in reliance thereon, I am of the opinion that:

(a) Whittaker is a corporation duly organized, validly existing, and in good standing under the laws of the State of California, and has full corporate power and authority to carry on the business which it is now conducting;

(b) Whittaker has full corporate power to carry out the transactions provided for in this Agreement; this Agreement and all other instruments to be executed by Whittaker in connection herewith have been duly and validly authorized, executed and delivered by Whittaker; and each of this Agreement and the other documents to be executed and delivered by Whittaker in connection herewith will constitute a valid and binding obligation of Whittaker at such time as the relevant agreement constitutes a valid and binding agreement of the other parties thereto;

(c) Neither the execution and delivery by Whittaker of the Agreement or the documents to be executed and delivered by Whittaker in connection herewith:

(i) violates, or conflicts with the Articles of Incorporation or Bylaws of Whittaker, or to my knowledge after due inquiry, violates or conflicts with, or results in a breach of any provisions of, or constitutes a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or results in the termination of, or accelerates the performance required by any material note, bond, mortgage, indenture, deed of trust, license, agreement or other instrument or obligation to which Whittaker is a party or by which it or its properties or assets may be bound or affected; or

(ii) to my knowledge after due inquiry, violates in any material respect any order, writ, injunction, decree, statute, rule or regulation which has applicability to Whittaker, the enforcement of which would have a material and adverse effect on CPE; and

(d) No consent or approvals of any governmental authority is required for the execution and delivery by Whittaker of this Agreement or any of the documents to be executed and delivered by Whittaker in connection herewith except such consents and approvals as have been obtained.

I am not licensed to practice in the State of Pennsylvania. Accordingly, I express no opinion as to matters involving Pennsylvania law.

Very truly yours,

GORDON J. LOUTTIT
Assistant General Counsel

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

CARROLL PRODUCTS INC.

AND

ICI AMERICAS INC.

ASSET PURCHASE AGREEMENT

AGREEMENT dated October 2, 1984 by and between CARROLL PRODUCTS, INC., and its wholly owned subsidiary, MITCHELL MANUFACTURING CORP., New York corporations having their principal office at Wood River Junction, Rhode Island (individually referred to as "Each Company", or "Mitchell" or "Carroll" as the case may be), and ICI AMERICAS INC., a Delaware corporation having its principal office at Wilmington, Delaware 19897 ("Purchaser"). As used herein, the term "Sellers" shall mean either or both of Carroll and Mitchell. The integrated contract between the parties consists of this Agreement and its attached Exhibits and their Schedules (collectively, the "Agreement").

WHEREAS, Sellers are engaged in the business of the manufacture, use, sale and/or resale of photosensitizer intermediate chemical products (including without limitation 2 Diazo - 1 - Naphthol - 5 - Sulfonic Acid and 2 - Diazo - 1 - Naphthol - 5 - Sulfonyl Chloride), and allantoin and allantoin derivatives and other chemical and intermediate chemical products (including those useful in pharmaceutical, cosmetic, detergent, dyes and other applications), including, but not limited to the

manufacture, use, sale and/or resale of the products described in Exhibit A hereto (all the foregoing hereinafter referred to as "the Business");

WHEREAS, Sellers desire to sell to Purchaser and Purchaser desires to purchase from Sellers, all on the terms and conditions herein contained, certain assets used or useful in connection with the conduct of the Business;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Purchase and Sale of Assets. Subject to the terms and conditions of this Agreement, Sellers shall sell, transfer, convey, assign and deliver to Purchaser, and Purchaser shall purchase and acquire, at the Closing hereunder (as hereinafter defined), those certain assets (collectively referred to as the "Assets") hereinafter specified. The Assets shall be conveyed free and clear of all liabilities, obligations, liens and encumbrances, excepting only those liabilities and obligations, if any, which are expressly to be assumed by Purchaser hereunder. Without limiting the generality of the foregoing, and subject to those provisions hereof in which the Assets are more particularly listed and described, the Assets shall include:

(a) the machinery, equipment, tools, furniture, fixtures, motor vehicles, rolling stock and other personal property as described in Exhibit B hereto;

(b) the inventories (including raw materials, work in process and finished goods) and supplies relating to the Business, including without limitation, those reflected on the audited balance sheet referred to in Section 5(g)(i) hereof with only such acquisitions and dispositions as shall have occurred in the ordinary course of business between the date hereof and the Closing (as hereinafter defined) and which are permitted by the terms hereof;

(c) all of Sellers' accounts receivable (less allowances for doubtful accounts), including, but not limited to those listed on Exhibit C hereto relating to the Business except those arising from operations conducted for Sun Chemical Corporation;

(d) the patents, inventions, trademarks, trade names, copyrights, service marks, service names, processes, know-how, drawings, blueprints, specifications, designs, technology, data, formulae, trade secrets and other proprietary information, together with all applications, registrations, licenses

and agreements in connection with the Business, including but not limited to, the manufacture, sale and use of the products described in Exhibit A hereof;

(e) Sellers' rights and interests in and to all contracts, agreements, orders, leases of personal property, licenses, commitments, understandings, arrangements and other undertakings as described in Exhibit D hereto; and

(f) All of Sellers' records, files, customer lists, laboratory notebooks, books of account, accounting records, computer programs, data bases, market analysis surveys, marketing and business plans and other books, records, computer related materials, documents, surveys and plans of whatever kind or description relating to the Business; it being understood that Sellers reserve the right to obtain from Purchaser such copies thereof at Sellers' cost as they shall require from time to time to meet their legal obligations.

Notwithstanding anything to the contrary set forth in this Agreement, there shall be excluded from the Assets cash (including cash equivalents and securities) on hand or on deposit as of the Closing, prepaid expenses (except those designated by Purchaser at the Closing), Sellers' direct or indirect equity

and other interests in any wholly or partially owned subsidiaries or affiliated companies, tax receivables, land, the cash surrender value of life insurance policies, net deferred financing costs, any prepaid expenses relating to items excluded hereunder, any other assets excluded hereunder, and the minute books, corporate seal and stock records of Sellers.

2. Purchase Price and Allocation. In full consideration of the sale, transfer, conveyance, assignment and delivery of Assets by Sellers to Purchaser, and in reliance upon the representations and warranties made herein by Sellers and shareholders, Purchaser shall, subject to the valuations and adjustments to be made pursuant to Sections 4(d)-(g), inclusive, pay to Sellers a sum equal to:

(a) $400,000 for all the machinery, equipment, tools, furniture, fixtures, motor vehicles, rolling stock and other personal property (except inventory and supplies) described in Section 1(a), as adjusted in accordance with Section 4(g);

(b) the value of all inventory (including raw materials, work in process and finished goods and supplies) described in Section 1(b) as determined in accordance with Sections 4(d) and (e);

(c) the value of all accounts receivable (less allowances for doubtful accounts) described in Section 1(c) hereof determined in accordance with Section 4(f);

(d) $150,000 for all patents and inventions described in Section 1(d) hereof, and all drawings, blueprints, specifications, applications, licenses, and agreements in connection therewith;

(e) $6,000 for all other Assets described in Section 1(d);

(f) $450,000 for the supply arrangements with Daito Co. of Japan for the provision to Purchaser of 2 Diazo - 1 - Naphthol - 5 - Sulfonic Acid and 2 - Diazo - 1 - Naphthol - 5 - Sulfonyl Chloride, and other products;

(g) $6,000 for all other contracts, agreements, orders, easements, leases, licenses, commitments, understandings, arrangements and undertakings described in Section 1(e); and

(h) $1,000 for all other Assets conveyed hereunder.

From the desk of AGMT—

PETER V. LACOUTURE

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TILLINGHAST, COLLINS & GRAHAM

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Purchaser shall not assume (or be obligated to pay, perform, discharge or guarantee) any liabilities or obligations (whether fixed, contingent or otherwise) of Sellers or any other party, whether incurred or accrued before or after the Closing Date (as hereinafter defined), including without limitation, obligations on account of materials or services purchased or borrowed money, and claims arising from injury to persons or property, or both, by reason of defects in goods or services.

3. Closing. The Closing shall take place at 10:00 A.M., local time, on the 5th day of October, 1984, or at such other time as the parties may mutually agree upon (hereinafter called the "Closing Date") at the offices of Tillinghast, Collins & Graham, 2000 Hospital Trust Tower, Providence, Rhode Island 02903.

4. Delivery, Payment and Other Obligations at and After Closing; Further Assurances.

(a) Sellers at Closing. At the Closing, Sellers shall:

(i) deliver a Bill of Sale duly executed by Sellers in the form of Exhibit E annexed hereto;

(ii) deliver such deeds of general warranty, endorsements, assignments, consents to assignment, certificates, and such other good and sufficient instruments of sale, conveyance, assignment and transfer as shall, in the reasonable judgment of Purchaser's counsel, be necessary or appropriate to vest in Purchaser's good and marketable title to the Assets, all in form and substance satisfactory to Purchaser's counsel;

(iii) deliver all contracts, agreements, orders, easements, leases, licenses, commitments, understandings, arrangements and other undertakings, and any written memoranda thereof, and all records, files, customer lists, laboratory notebooks, books of accounts, accounting records, computer programs, data bases, market analysis surveys, marketing and business plans and other books, records, computer related materials, documents, surveys and plans referred to in Sections 1(e) and (f), which may be delivered at the

offices of Sellers located at Wood River Junction, Rhode Island;

(iv) deliver at Sellers' place of business at Wood River Junction, Rhode Island, full, actual and unimpeded possession of the Assets, subject to the provisions of Section 16 hereof;

(v) deliver a release of each lien, mortgage, encumbrance or security interest to which the Assets are subject, in form and substance reasonably satisfactory to Purchaser's counsel.

(vi) deliver all other documents, agreements, certificates, consents and opinions required to be delivered to Purchaser under the provisions of this Agreement or reasonably requested by Purchaser to effect, evidence or facilitate the transaction contemplated by this Agreement.

(b) Purchaser at Closing. At the Closing, Purchaser shall:

(i) pay to Carroll, by one or more cashier's or certified checks, or, at Purchaser's option, by wire

transfer of federal or other immediately available funds, the sum of $1,950,000 (One Million Nine Hundred Fifty Thousand Dollars) (of which $20,000 has been paid by Purchaser contemporaneously with the signing of this Agreement), on account of

(A) the total purchase price of those of the Assets described in Sections 1(a), 1(d), 1(e) and 1(f) hereof in the aggregate amount specified therefor in Sections 2(a), 2(d), 2(e), 2(f), 2(g) and 2(h); and

(B) the total purchase price of those Assets described in Sections 1(b) and 1(c) hereof, which the parties on the date of execution of this Agreement estimated would result from the valuations thereof made in accordance with Section 2 and Sections 4(d)-(f), inclusive,

which sum shall be reduced at the Closing in accordance with any adjustments made in accordance with Section 4(g) hereof and further reduced by any amounts payable by Sellers to Purchaser on account of tolling or other transactions between the parties prior to the Closing as reflected in Purchaser's accounts; and

(ii) deliver to Sellers all the documents, agreements, certificates and opinions required to be delivered to Sellers under the provisions of this Agreement.

(c) Post-Closing Valuations and Adjustments. Not later than fifteen (15) days following the Closing Date, the parties shall determine the actual purchase price of the Assets described in Sections 1(b) and 1(c) as valued in accordance with Section 2 and Sections 4(d)-(f), inclusive, as recorded in Sellers' books and records as of the Closing, subject to later adjustment as provided in Section 4(g). Not later than twenty-five (25) days following the Closing Date, any monies due to Sellers in excess of those already paid to Carroll at Closing or to be refunded by Sellers to Purchaser shall be paid or refunded, as the case may be.

(d) Physical Inventory. A physical inventory of those Assets described in Section 1(b) shall be performed jointly by Sellers and Purchaser (or their designated agents), said inventory to be completed prior to the Closing. Sellers and Purchaser shall each bear its own costs and expenses incurred by reason thereof. The results of said inventory shall be reduced to writing and appropriate adjustments therein shall

be made for additions or withdrawals made subsequent to the date of said inventory and prior to the Closing. Immediately upon completion of said inventory and until the Closing, Purchaser and Sellers shall agree upon such controls as Purchaser in the reasonable exercise of its discretion deems necessary in order to provide an accurate record of additions and withdrawals to such items prior to the Closing. Said written report of the physical inventory shall designate any items which are damaged, obsolete, below standard quality, or fail to meet any warranty or representation in this Agreement and said items shall be excluded from the sale hereunder except to the extent that, prior to the Closing, Purchaser gives Sellers written notice electing to purchase any or all of said items. "Obsolete" shall, for purposes of this Section 4(d), mean any item described in Section 1(b) held by Sellers for more than one (1) year.

(e) Valuation of Certain Assets. Subject to the results of the physical inventory conducted pursuant to Section 4(d), the valuation to be placed on those Assets described in Section 1(b) to be sold to Purchaser at Closing shall, for purposes of calculating the consideration under Section 2(b), be as follows: (i) raw materials and supplies shall be valued at the lower of Sellers' delivered cost (including any applicable sales tax and insurance and transportation charges paid)

or current market; and (ii) goods in process and finished goods shall be valued at their variable cost of manufacture, all as recorded as of the Closing in Sellers' books and records in accordance with accounting methods theretofore consistently applied by Sellers in the conduct of its business.

(f) Valuation of Other Assets. The valuation to be placed on those Assets described in Section 1(c) shall, for purposes of calculating the consideration under Sections 2(c), be the amount recorded therefor as of the Closing in Sellers' books and records in accordance with accounting methods theretofore consistently applied by Sellers in the conduct of its business, less allowances for doubtful accounts.

(g) Certain Adjustments. Purchaser shall have no obligation to purchase such of those Assets as are described in Section 1(a) and marked on Exhibit B hereto which at the Closing Date are missing or in the case of Assets currently used in the Business, are damaged, worn or in disrepair to such an extent that, in the judgment of Purchaser, the utility of such items is materially impaired or their useful life is materially shortened, and which, prior to the Closing, Purchaser elects in writing to exclude from the Assets to be purchased hereunder. In any such case, the purchase price therefor pursuant to Section 2(a) shall be reduced by an amount equal to the replace-

ment value (as hereinafter determined) for such missing items and book value as to such other items. If Purchaser elects in writing to exclude any missing or damaged item, Sellers shall be entitled to retain all insurance proceeds payable by reason of such loss or damage; provided, however, Purchaser shall be entitled to any insurance proceeds on each missing or damaged item not excluded. If Sellers and Purchaser are unable to agree on the replacement value of any affected item hereunder, then Purchaser shall pay at Closing the amount specified in Section 4(b)(i) less that amount which Purchaser believes represents the replacement value thereof. The question of value thereof shall then be submitted to American Appraisal for its determination as to its value which shall be conclusive. If the replacement value determined by American Appraisal is greater than the amount determined by Purchaser, Sellers shall promptly pay to Purchaser such excess. If it is determined to be lower than the amount determined by Purchaser, Purchaser shall promptly pay to Carroll such difference. Purchaser shall have the further right to adjust the purchase price for the Assets one hundred twenty (120) days after the Closing Date on account of any items that, at the time of Closing, are missing, damaged, worn, or in disrepair as provided above. Any such adjustment shall be in the amount of the book value of such items as reflected on Exhibit B. Sellers shall promptly, after receipt of notice

from Purchaser of amounts due hereunder, pay to Purchaser any amounts so due to Purchaser.

(h) Assumption of Certain Executory Contracts. As of the Closing, Purchaser shall assume, and, subject to the limitations hereinafter provided, perform, pay or discharge all unperformed and unfulfilled obligations which are required to be performed and fulfilled by Sellers under the terms of all executory written contracts, agreements, orders, easements, leases, licenses, commitments, understandings, arrangements and other undertakings (i) which are listed in Exhibit D-1 hereof and which, in all cases, conform to the representations and warranties of Sellers with respect thereto under this Agreement, and (ii) which are assignable (with such consents as may be required pursuant to Section 12(b) hereof) and assigned to Purchaser hereunder.

(i) Right of Collection. Sellers agree that Purchaser shall have the right and authority to collect for its own account all accounts receivable and other items transferred to Purchaser as provided herein and to endorse with the name of Sellers any checks received on account of such receivables or other items. Sellers agree that it shall, at all times after the Closing, promptly transfer and deliver to Purchaser any

cash or other property which Sellers may receive in respect of such receivables or other items.

(j) Further Assurances. At any time and from time to time after the Closing, at Purchaser's request and without further consideration, Sellers and their shareholders shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such action as Purchaser may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to Purchaser, and to confirm Purchaser's title to the Assets, to put Purchaser in actual possession and operating control thereof and to assist Purchaser in exercising all rights with respect thereto. After the Closing, at reasonable times and on reasonable notice, Purchaser shall have access to the minute books and stock ledger records of Sellers and Sellers shall retain such minute books and stock ledger records, for a period of at least three (3) years after the Closing.

5. Representations and Warranties by Sellers. Carroll and Mitchell each represents and warrants to Purchaser as follows:

(a) Organization, Standing and Qualification. It is a corporation duly organized, validly existing and in good standing under the laws of the State of New York; it has all requisite corporate power and authority and is entitled to carry on the business now being conducted, and to own, lease or operate its properties as and in the places where such business is now conducted and where such properties are now owned, leased or operated; and it is duly qualified, licensed or domesticated and in good standing as a foreign corporation authorized to do business in the states listed on Schedule "A" annexed hereto, which are the only states where the nature of the activities conducted by it or the character of the properties owned, leased or operated by it require such qualification, licensing or authorization. It has delivered to Purchaser true, accurate and complete copies of its certificate of incorporation and its amendments thereto, certified by the Secretary of State of its state of incorporation, and its by-laws as presently in effect, certified as true and correct by its Secretary.

(b) Subsidiaries. It has no subsidiaries and does not own any capital stock or other equity interest in any other corporation, partnership, joint venture or other entity, except those listed on Schedule "A".

(c) Execution, Delivery and Performance of Agreement; Authority. Neither execution and delivery nor performance of this Agreement by it will, with or without the giving of notice or the passage of time, or both, conflict with, result in a default, rights to accelerate or loss of rights under, or result in the creation of any lien, charge or encumbrance pursuant to, any provision of its certificate of incorporation or by-laws, or any franchise, mortgage, deed of trust, lease, license, agreement, understanding, law, ordinance, rule or regulation, or any order, judgment, award or decree to which it is a party or by which it may be bound or affected. It has full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby and all corporate and other proceedings required to be taken by it to authorize the execution, delivery and performance of this Agreement and agreements, instruments and other documents relating hereto have been properly taken and have been unanimously approved by its Board of Directors and its shareholders, and this Agreement, and all agreements, certificates and other documents relating hereto, constitute the valid and binding obligation and each of its shareholders, enforceable in accordance with their respective terms. Certified copies of the resolutions or written consents of its Board of Directors and its shareholders showing unanimous approval of this Agreement,

the sale of the Assets transferred by it hereunder and the other transactions contemplated hereby shall be certified as true by its Secretary and provided to Purchaser at the Closing.

(d) Capitalization. The presently authorized, issued and outstanding shares of its capital stock and the names and addresses of the record and beneficial owners thereof are as set forth on Schedule "B" annexed hereto. Except as set forth on Schedule "B", there are no outstanding subscriptions, options, warrants, calls, contracts, demands, commitments, convertible securities or other agreements or arrangements of any character or nature whatever under which it or any of its shareholders is or may become obligated to issue, assign or transfer any shares of its capital stock.

(e) Ownership of Sellers' Capital Stock. Each of its shareholders is the lawful record and beneficial owner of the number of shares of capital stock set opposite his name on Schedule "B" annexed hereto, free and clear of all liens, claims, encumbrances and restrictions of every kind, and all of such shares are validly issued, fully paid and nonassessable.

(f) Financial Statements. It has delivered to Purchaser copies (initialed by Carroll's corporate secretary and

identified with a reference to this Section of this Agreement) of the following financial statements prepared by Joseph J. Riella & Company, certified public accountants (hereinafter collectively called the "Financial Statements"), all of which are complete and correct, have been prepared from the books and records of Sellers in accordance with generally accepted accounting principles consistently applied and maintained throughout the periods indicated and fairly present the financial condition of Sellers as at their respective dates and the results of its operations for the periods covered thereby:

(i) audited consolidated balance sheet of Carroll as at February 29, 1984 and audited consolidated statements of earnings and changes in consolidated financial position for the year then ended;

(ii) an unaudited consolidated balance sheet of Carroll (hereinafter called the "Balance Sheet") as at August 31, 1984 (hereinafter called the "Balance Sheet Date") and Carroll's unaudited consolidated statement of earnings and changes in consolidated financial position for the 6 month period then ended.

Such statements of earnings do not contain any material items of special or nonrecurring income or any other material items of income not earned in the ordinary course of business except as expressly specified therein, and such interim financial statements include all adjustments, which consist only of normal recurring accruals, necessary for such fair presentation.

(g) Undisclosed Liabilities. Except as and to the extent reflected or reserved against in the Balance Sheet as of the Balance Sheet Date or except as set forth in Schedule "C" hereto, it has no debts, liabilities or obligations (whether absolute, accrued, contingent or otherwise) of any nature whatsoever, including, without limitation, any tax liabilities or deferred tax liabilities incurred in respect of or measured by its income for any period prior to the close of business on the Balance Sheet Date or any other debts, liabilities or obligations relating to or arising out of any act, transaction, circumstance or state of facts which occurred or existed on or before the Balance Sheet Date, whether or not then known, due or payable.

(h) Tax Returns and Audits. Except as set forth in Schedule "D" hereto, all required federal, state, county, local

and other tax returns, reports and statements have been accurately prepared and duly and timely filed, and all federal, state, county, local and other income, franchise, gross receipts, sales and use, payroll, real and personal property and other taxes and governmental charges, assessments and contributions required to be paid, collected or withheld with respect to the periods covered by such returns, reports and statements have been paid or collected or withheld and remitted to the appropriate governmental agency. It is not now delinquent in the payment or collection and remittance of any tax, assessment or governmental charge, and it has no tax deficiency outstanding, assessed or, to its knowledge, proposed against it and has not executed any waiver of any statute of limitations on the assessment or collection of any tax or agreed to any extension of time with respect to any assessment or deficiency. The provisions for taxes on the Balance Sheet are sufficient for the payment of all accrued and unpaid federal, state, county and local taxes, governmental charges, assessments, contributions and the like. To the extent that (i) any sales and use taxes that may be levied or imposed by any state, county, city or other political subdivision in respect of any sales made by it prior to the Closing have not been fully paid, satisfied, and discharged by it at or prior to the Closing, and (ii) any unemployment or disability contributions or income taxes re-

quired to be withheld in each case in respect of services rendered prior to the Closing by employees of it have not been fully paid, satisfied and discharged by it at or prior to the Closing, then it will pay, satisfy and discharge the same as promptly following the Closing as is practicable. Its federal income tax returns have been audited by the Internal Revenue Service for all of its fiscal years through the year ended February 29, 1976.

(i) Absence of Changes or Events. Except as set forth in Schedule "E" annexed hereto, since February 29, 1984 it has conducted its business only in the ordinary course and has not:

(i) incurred any material obligation or liability, absolute, accrued, contingent or otherwise, whether due or to become due, except current liabilities for trade or business obligations incurred in the ordinary course of business and consistent with its prior practice;

(ii) mortgaged, pledged or subjected to lien, charge, security interest or other encumbrance or restriction, or suffered the imposition thereof on any

of its property, business or assets, tangible or intangible;

(iii) sold, transferred, leased to others or otherwise disposed of any of its assets, except for inventory sold in the ordinary course of business, or cancelled or compromised any debt or claim, or waived or released any right of a substantial value;

(iv) received notice of termination of any contract, lease or other agreement or suffered damage, destruction or loss to its property, the Business or the Assets (whether covered by insurance) which, in any case or in the aggregate, has had or will have a materially adverse affect on the Business, the Assets, or its prospects;

(v) encountered labor union organizing activity, experienced actual or threatened employee strikes, work-stoppages, slow-downs or lock-outs, or experienced any material change in its relations with employees, agents, customers or suppliers;

(vi) transferred or granted any rights under or to, or entered into any settlement regarding breach, infringement or unauthorized use of any license, patent, patent application, copyright, trademark, trade name, invention or similar rights, or any know-how, drawings, blueprints, specifications, designs, technology, data, trade secrets, formulae, processes or other proprietary information, or modified any existing rights with respect thereto;

(vii) made any change in the amount, rate or basis of compensation, or of any fee, commission, bonus, pension, severance or vacation pay or of any other direct or indirect remuneration payable, or paid, or agreed or orally promised to pay, conditionally or otherwise any said renumeration to any parent, subsidiary or affiliated company, or any shareholder, director, officer, employee, salesman, distributor or agent or any affiliated company, or any other person, firm or corporation authorized to perform services;

(viii) made any capital expenditures or capital additions or improvements in excess of an aggregate of $100,000;

(ix) instituted, settled or agreed to settle any litigation, action or proceeding before any court, arbitrator or governmental body relating to it or to its property, or its assets;

(x) failed to replenish its inventories and supplies in a normal and customary manner consistent with prior practice and prudent business practices generally prevailing in the industry, or made any purchase commitment in excess of the normal, ordinary and usual requirements of its business or at any price in excess of the then current market price, or upon terms and conditions more onerous than those usual and customary in the industry, or made any change in its selling, pricing, advertising or personnel practices inconsistent with prior practice and prudent business practices generally prevailing in the industry;

(xi) suffered any change, event or condition which, in any case or in the aggregate, has had or may have a materially adverse affect on its condition (financial or otherwise), properties, assets, liabilities, operations or prospects, including, without limitation, any change in its revenues, costs, backlog

of orders or relations with its employees, agents, customers or suppliers;

(xii) entered into any transaction, contract or commitment other than in the ordinary course of business or paid or agreed to pay any brokerage, advisor's, consultant's or finder's fee, or taxes or other expenses in connection with, or incurred any severance pay obligations by reason of this Agreement or the transactions contemplated hereby; or

(xiii) entered into any agreement or made any commitment to take any of the types of action described in subparagraphs (i) through (xii) above.

(j) Litigation. Except as set forth in Schedule "F" annexed hereto, there is no claim, legal action, suit, arbitration, governmental investigation or other legal, regulatory or administrative proceeding, or any order, judgment, decree or award in progress, pending or in effect, or to its knowledge or any of its shareholders, threatened, against or relating to it, its properties, assets or business or the transactions contemplated by this Agreement, and neither it nor any of its share-

holders knows or has reason to be aware of any basis for the same.

(k) Compliance with Laws and Other Requirements. Except as set forth in Schedule "G" annexed hereto,

(i) With respect to the Assets and the Business, it has not received notice of noncompliance with and has complied with all existing laws, rules, regulations, ordinances and orders, judgments, decrees and awards now or hereafter applicable to its business, operations, facilities, plants or other properties, and neither the ownership nor the use or operation of its facilities, plants or other properties (including the said facilities, plants or other properties themselves) nor the conduct of its business, conflicts with the rights of any other person, firm or corporation, or violates, or, with or without the giving of notice or the passage of time or both, will conflict with, violate, or result in a default, right to accelerate or loss of rights under, any terms or provisions of its certificate of incorporation or by-laws, as presently in effect, or any lien, encumbrance, mortgage, deed of trust, lease, license, permit, author-

ity, agreement, understanding, or any such law, rule or regulation, or any such ordinance, order, judgment, decree or award to which it is a party or by which it may be bound or affected;

(ii) Neither it nor any of its shareholders is aware of proposed laws, rules, regulations, ordinances or orders, judgments, decrees or awards which would be applicable to its business or its operations, facilities, plants or other properties and which might adversely affect its properties, assets (including the Assets), liabilities, operations or prospects, either before or after the Closing;

(iii) The licenses, permits, approvals, registrations, qualifications, certificates and other authorities that are listed in Section 5(n)(v) hereof are all those necessary to conduct the Business.

For purposes of this Section 5(l), "laws", "rules", "regulations", "ordinances", "orders", "judgments", "decrees", "awards", "license", "permit", "authority", "agreement", or "understanding" shall include, without limitation, those pertaining to air pollution, water pollution, hazardous waste,

solid waste disposal, occupational safety and health, zoning, use of property and employment discrimination.

(l) Title to Properties. Except as set forth in Schedule H annexed hereto, it has good and marketable title to the Assets, including, without limitation, those reflected in its books and records and in the Balance Sheet (except inventory sold after the Balance Sheet Date in the ordinary course of business). None of such properties and assets are subject to any mortgage, pledge, lien, charge, security interest, encumbrance, restriction, lease, license, easement, liability or adverse claim of any nature whatsoever, direct or indirect, whether accrued, absolute, contingent or otherwise, except for (i) those which are expressly set forth in the Balance Sheet as securing specific liabilities or (ii) those securing liabilities and obligations which are expressly to be assumed by Purchaser hereunder and which are disclosed herein or expressly permitted by the terms hereof or (iii) those imperfections of title and encumbrances, if any, which (A) are not substantial in character, amount or extent and do not materially detract from the value of the properties subject thereto, (B) do not interfere with either the present and continued use of such property or the conduct of its normal business operations and (C) have arisen only in the ordinary course of

business; provided, however, that after the adjustments provided for in Section 4(g) hereof, Purchaser shall make no claim hereunder as to any such Assets having an aggregate book value as reflected on Exhibit B of less than $20,000. All of the Assets which are marked on Exhibit B are in good and safe operating condition and repair, are suitable for the purposes used, are adequate and sufficient for all of its current operations and are directly related to the Business. It neither owns nor has any commitment to purchase any equity securities of any other corporation or any equity interest in any partnership, joint venture or other enterprise.

(m) Schedules. Attached hereto as Schedule "I" is a separate schedule containing a true, accurate and complete list and descriptions of:

(i) As of a date no earlier than August 31, 1984, all of its receivables (which shall include accounts receivable, loans receivable and any advances), together with detailed information as to each such listed receivable which has been outstanding for more than thirty (30) days.

(ii) All machinery, equipment, tools, furniture, fixtures, motor vehicles, rolling stock and other personal property included in the Assets, setting forth with respect to all such listed property a summary description of all leases, mortgages, pledges, charges, security interests, liens, claims, encumbrances, restrictions, covenants and other conditions relating thereto, identifying the parties thereto, the rental or other payment terms, expiration date and cancellation and renewal terms thereof.

(iii) All patents, inventions, trademarks, trade names, copyrights, service marks, service names, processes, know-how, drawings, blueprints, specifications, designs, technology, data, formulae, trade secrets and other proprietary information, together with all applications, registrations, licenses and agreements in connection therewith, wholly or partially owned or held by it or used in the operation of the Business.

(iv) All licenses, permits, approvals, registrations, qualifications, certificates and other authorities issued by any and all governmental authorities

and other organizations held by it or used in the Business.

(v) All fire, theft, casualty, liability and other insurance policies insuring it from and after March 1, 1982, specifying with respect to each such policy the name of the insurer, the risk insured against, the limits of coverage, the deductible amount (if any), the premium rate and the date through which coverage did extend or will continue, as the case may be, by virtue of premiums already paid. Except as disclosed in Schedule "I", such policies are with reputable insurers, provide adequate coverage for all normal risks incident to its assets, properties and business operations and are in character and amount at least equivalent to that carried by persons engaged in a business subject to the same or similar perils or hazards.

(vi) All sales agency, distributorship and manufacturer's representation agreements or franchises, all real estate, advertising, customs and other brokerage, advisor's, consultant's or finder's agreements, and all other agreements or arrangements

providing for the services of an agent, independent contractor or professional to which it is a party or by which it is bound, including the compensation arrangements with respect to each.

(vii) All contracts, assignments, secrecy agreements, commitments, licenses or other agreements relating to patents, trademarks, trade names, copyrights, inventions, processes, know-how, drawings, blueprints, specifications, designs, technology, data, formulae, trade secrets, or other proprietary information to which it is a party or by which it is bound.

(viii) All loan agreements, indentures, mortgages, pledges, conditional sale or title retention agreements, security agreements, financing statements, equipment obligations, surety agreements, guaranties, leases or lease purchase agreements to which it is a party or by which it is bound.

(ix) All contracts, agreements, orders (including purchase orders), leases of personal property, licenses, commitments, understandings, arrangements or other undertakings to which it is a party or by which

it or any of its property is bound or affected, including, but not limited to, those relating to the purchase and sale of any material.

(x) The names and addresses of all customers and other purchasers of products produced by or for it during the two (2) calendar years next preceding the date of this Agreement.

(xi) The names of all of its directors and officers and the names of all persons, if any, holding tax or other powers of attorney from it and a summary of the terms thereof.

(xii) All of its books, records, files, computer programs, data bases and computer related material customarily kept and maintained by it relative to its operations, including, without limitation, market research and analysis surveys and marketing and sales plans relating to the Business.

All of the contracts, agreements, orders, leases, licenses, commitments, understandings, arrangements and other undertakings required to be listed on Schedule "I" (other than those

which have been fully performed) are valid and binding, enforceable in accordance with their respective terms and in full force and effect are all those necessary or useful to it in the conduct of the Business, and, except as otherwise specified in Schedule "I", are validly assignable to Purchaser without the consent of any other party so that, after the assignment thereof to Purchaser pursuant hereto, Purchaser will be entitled to the full benefits thereof. Except as disclosed in Schedule "I", there is not under any such contract, agreement, order, lease, license, commitment, understanding, arrangement or other undertaking any existing default, or event which, after notice or lapse of time, or both, would constitute a default or result in a right to accelerate or loss or rights, and none of such contracts, agreements, orders, easements, leases, licenses, commitments, understandings, arrangements or other undertakings is, either when considered singly or in the aggregate with others, unduly burdensome, onerous or materially adverse to the Business, properties, assets, earnings or prospects, or likely, either before or after the Closing, to result in any material loss or liability. None of its existing or completed contracts is subject to renegotiation with any governmental body. True and complete copies of all such contracts, agreements, orders, easements, leases, licenses, commitments, understandings and other undertakings, together with all other documents listed on

Schedule "I" (including any and all amendments thereto) have been delivered to Purchaser and certified by its Secretary and identified with reference to this Section of this Agreement.

(n) Patents, etc. It owns all copyrights, trademarks, service marks, service names, trade names, patents, inventions, processes, know-how, drawings, blueprints, specifications, designs, technology, data, formulae and trade secrets necessary to conduct the Business as it is presently operated. It has no knowledge or reason to believe that it is infringing or otherwise acting adversely with respect to any copyrights, trademarks, service marks, service names, trade names, patents, licenses, inventions, processes, know-how, drawings, blueprints, specifications, designs, technology, data, formulae or trade secrets or other proprietary information owned, possessed or licensed by any person or persons; and there is no such claim or action pending, or to the knowledge of it or any of its shareholders threatened, with respect thereto.

(o) No Guarantees. Except as listed in Schedule "I", none of its obligations or liabilities is guaranteed by any other person, firm or corporation, nor has it guaranteed the

obligations or liabilities of any other person, firm or corporation.

(p) Inventory. All items of its inventory and related supplies (including raw materials, work-in-process and finished goods) shown on the Balance Sheet or thereafter acquired (and not subsequently disposed of in the ordinary course of business) are merchantable, or suitable and usable for the production or completion of merchantable products, for sale as first quality goods in the ordinary course of business to, and meets the specifications of, its present customers, including, without limitation, those listed in Schedule "I", at prevailing market prices without discounts other than those customary in the trade, none of which items is damaged, obsolete or below standard quality, and each item of such inventory is valued on the Balance Sheet and the books and records of it on the basis of a complete physical count and at lower of cost or market in accordance with generally accepted accounting principles consistently applied. The Assets include a sufficient but not excessive quantity of each type of inventory and supplies in order to meet the normal requirements of the Business and its operations.

(q) Receivables. All of its receivables (including accounts receivable, loans receivable and advances) which are reflected in the Balance Sheet, and all such receivables which will arise since the date thereof, shall have arisen only from bona fide transactions in the ordinary course of business and shall be (or have been) fully collected when due, or in the case of each account receivable within one hundred twenty (120) days after it arose, without resort to extraordinary effort or litigation and without offset or counterclaim, in the aggregate face amounts thereof except to the extent of the normal allowance for doubtful accounts with respect to accounts receivable computed as a percentage of sales consistent with its prior practices as reflected on the most recent annual financial statement.

(r) Disclosure. No representation or warranty by it or any of its shareholders contained in this Agreement or any statement or certificate furnished or to be furnished pursuant hereto contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact required to make the statements herein or therein contained not misleading or necessary in order to provide a prospective purchaser of the Business with adequate information as to it and its condition (financial or otherwise), the Assets, the Busi-

ness and prospects, and it and its shareholders have disclosed to Purchaser all material adverse facts known to them relating to the same. The representations and warranties contained in this Section 5 shall not be affected or deemed waived by reason of the fact that Purchaser and/or its representatives knew or should have known that any such representation or warranty is or might be inaccurate in any respect.

(s) Finders. No finder, broker, agent or other intermediary has acted on its behalf in connection with the introduction or bringing together of the parties hereto, or the negotiation or consummation of this Agreement, and it shall indemnify Purchaser and hold it harmless against all liabilities, expenses (including attorneys' fees), costs, losses and claims, if any, arising from the employment, or other engagement by it or services rendered to it (or any allegation of any such employment or other engagement or services) of any finder, broker, agent or other intermediary in such connection.

6. Representations and Warranties by Purchaser. Purchaser represents and warrants to Sellers as follows:

(a) Organization. Purchaser is a corporation duly organized, validly existing and in good standing under the laws

of Delaware and has full corporate power and authority to enter into this Agreement and the related agreements referred to herein and to carry out the transactions contemplated by this Agreement and to carry on its business as now being conducted and to own, lease or operate its properties, as and in the places where such business is now conducted and such properties are now owned, leased or operated.

(b) Execution, Delivery and Performance of Agreement; Authority. Neither the execution and delivery nor performance of this Agreement by Purchaser will, with or without the giving of notice or the passage of time, or both, conflict with, result in a default, right to accelerate or loss of rights under, or result in the creation of any lien, charge or encumbrance pursuant to, any provision of Purchaser's certificate of incorporation or by-laws or any franchise, mortgage, deed of trust, lease, license, agreement, understanding, law, ordinance, rule or regulation or any order, judgment, award or decree to which Purchaser is a party or by which it may be bound or affected. Purchaser has full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby, and all corporate and other proceedings required to be taken by Purchaser to authorize the execution, delivery and performance of this Agreement and the agreements, instruments

and other documents relating hereto have been properly taken and this Agreement and all agreements, certificates and other documents relating hereto constitute the valid and binding obligation of Purchaser.

(c) Litigation. There is no claim, legal action, suit, arbitration, governmental investigation or other legal, regulatory or administrative proceeding, or any order, judgment, decree or award in progress, pending or in effect, or to the knowledge of Purchaser, threatened, against or relating to Purchaser in connection with or relating to the transactions contemplated by this Agreement, and Purchaser does not know or have any reason to be aware of any basis for the same.

7. Pre-Closing Covenants and Agreements.

(a) Conduct of Business Prior to Closing. Prior to the Closing, Each Company shall conduct its business and affairs only in the ordinary course and consistent with its prior practice and shall maintain, keep and preserve the Assets in good condition and repair and maintain insurance thereon in accordance with present practices, and it and its shareholders will use their best efforts to preserve the Business and organization intact, to keep available to Purchaser the services of

its present officers and employees, to preserve for the benefit of Purchaser the goodwill of its suppliers and customers and others having business relations with it, including, without limitation, the maintenance of all of its contractual and other rights with respect to such persons. Each Company shall give Purchaser prompt written notice of any change in any of the information contained in the representations and warranties made in Section 5 hereof or the Schedules referred to therein which occurs prior to the Closing. Without limiting the generality of the foregoing, prior to the Closing Each Company shall not, without Purchaser's prior written approval:

(i) change its certificate of incorporation or by-laws or merge or consolidate or obligate itself to do so with or into any other entity;

(ii) enter into any contract, agreement, order, easement, lease, license, commitment, understanding, arrangement or other undertaking except those made in the ordinary course of business and involving payments or receipts by it of less than $1,000 in a single case and not more than $5,000 in the aggregate;

(iii) except as otherwise permitted in this Agreement, acquire or dispose of or commit to acquire or dispose of any of the Assets described in subparagraph 5(m)(ii);

(iv) acquire or dispose of or commit to acquire or dispose of any inventory in any amounts which, in the aggregate, together with the amount of all then outstanding accounts receivable, would at any time result in changes in levels of such Assets of more than Ten Percent (10%) below the levels of those classes as set forth in the Balance Sheet;

(v) possess as of the Closing Date, finished goods and work in process which together (as hereinabove valued) in the aggregate represent more than 15% by value of the total inventory;

(vi) enter into any contract the performance of which will extend beyond the Closing Date; or

(vii) perform, take any action or incur or permit to exist any of the acts, transactions, events or occurrences of the type described in subparagraphs

(i), (ii), (iii), (vi), (vii), (viii), (ix), (x), (xii) or (xiii) of Section 5(i) of this Agreement.

(b) Access to and Inspection of Information and Documents. At all times prior to Closing, Each Company shall give Purchaser and Purchaser's officers, attorneys, accountants, engineers, actuaries, and other representatives designated by Purchaser full access during normal business hours to its personnel, and all properties, contracts, books, records and other documents, including the right to inspect the same, and shall furnish Purchaser with copies of such documents (certified by its officers if so requested by Purchaser) and with all such information with respect to its affairs as Purchaser may from time to time request, and Purchaser shall not improperly disclose the same prior to the Closing. Said access, inspection and furnishing of information to Purchaser or any investigation by Purchaser in connection therewith shall not in any way diminish or otherwise affect Purchaser's right to rely on any representations and warranties made in this Agreement or any of Purchaser's other rights hereunder.

(c) Directors' and Shareholders' Authorization. At or prior to the Closing, Each Company shall deliver to Purchaser a copy of the resolutions of the Board of Directors and

the resolutions or consents of its shareholders, approving the execution and delivery of this Agreement and the consummation of all of the transactions contemplated hereby, duly certified by an officer.

8. Conditions Precedent to Purchaser's Obligations. All obligations of Purchaser hereunder are subject, at the option of Purchaser, to fulfillment of each of the following conditions at or prior to the Closing, and Sellers and their shareholders shall exert their best efforts to cause each such condition to be fulfilled:

(a) All representations and warranties of Each Company and its shareholders contained herein or in any document delivered pursuant hereto shall be true and correct in all material respects when made and shall be deemed to have been made again at and as of the date of the Closing) and shall then be true and correct in all material respects except for changes in the ordinary course of business after the date hereof in conformity with the covenants and agreements contained herein.

(b) All covenants, agreements and obligations required by the terms of this Agreement to be executed and performed by Each Company or by its shareholders at or before the

Closing shall have been duly and property performed in all material respects.

(c) Since the date of this Agreement there shall not have occurred any material adverse change in the condition (financial or otherwise), properties, assets or prospects of Sellers.

(d) There shall be delivered to Purchaser certificates executed by the president and secretary of Each Company and by each of its shareholders, individually, dated as of the Closing Date, certifying that the conditions set forth in paragraphs (a), (b) and (c) of this Section 8 have been fulfilled.

(e) All documents and agreements required to be delivered to Purchaser at or prior to the Closing shall have been so delivered.

(f) Purchaser shall have received an opinion of Each Company's counsel, dated as of the Closing Date, as to such matters as Purchaser may reasonably require including, without limiting the generality of the foregoing, those matters referred to in Sections 5(a) through (e), 5(i)(vi) and (ix), 5(j) and 5(k) hereof.

(g) With respect to "agreements" for which consents to assignment are not obtained pursuant to Section 12(b), Sellers and Purchaser shall have entered into alternative arrangements satisfactory to Purchaser.

(h) Employment Contract. K. C. Pande and R. N. Chadha shall execute and deliver an employment contract (which shall include secrecy and noncompetition undertakings) in the form of Exhibit F annexed hereto.

(i) Non-Competition and Secrecy Agreements. Matthew T. West and Agency Realty and Mortgage Company, Inc. shall execute and deliver to Purchaser Secrecy and Non-Competition Agreements in the forms of Exhibits G and H, respectively, annexed hereto, together with any other agreements required by Purchaser. Arthur F. Schwartz shall execute and deliver to Purchaser a Consulting Agreement in the form of Exhibit I, annexed hereto. Any other individuals designated by Purchaser shall execute a Secrecy Agreement in the form of Exhibit J annexed hereto together with any other agreements required by Purchaser.

(j) Description of Processes. Carroll shall prepare and deliver to Purchaser not less than three (3) days prior to the Closing Date a written description of all of the processes,

formulae, know-how and other information listed on Schedule "I" hereto in sufficient detail to enable a person who is generally knowledgeable about chemistry and chemical processes to replicate each such process in a form reasonably satisfactory to Purchaser.

9. Conditions Precedent to Sellers' Obligations. All obligations of Sellers at the Closing shall be subject, at the option of Sellers, to fulfillment of each of the following conditions at or prior to the Closing, and Purchaser shall exert its best efforts to cause each such condition to be so fulfilled:

(a) All representations and warranties of Purchaser pursuant herein or in any document delivered pursuant hereto shall be true and correct in all material respects when made and as of the Closing.

(b) All obligations required by the terms of this Agreement to be performed by Purchaser at or before the Closing shall have been duly and properly performed in all material respects.

(c) There shall be delivered to Sellers a certificate executed by the President or a Vice-President and Secretary or an Assistant Secretary of Purchaser, dated the date of the Closing, certifying that the conditions set forth in paragraphs (a) and (b) of this Section 9 have been fulfilled.

10. Indemnification; Repurchase of Certain Receivables.

(a) Sellers' Indemnity. Carroll, Mitchell and each of their shareholders, jointly and severally, hereby agree to indemnify, defend and hold Purchaser, its successors and assigns, harmless from, against and in respect of any and all losses, claims, fines, penalties, liabilities, damages, costs or expenses (including attorneys' fees) arising out of, or resulting from:

(i) any breach of any warranty or misrepresentation by Sellers or any of their shareholders, the non-performance of any covenant, agreement or obligation to be performed on the part of Sellers or any of their shareholders under this Agreement or in any certificate, document or instrument delivered to Purchaser hereunder;

(ii) all claims arising from Sellers' or any of their shareholders' conduct of the Business prior to Closing and including the Closing Date or arising, in whole or in part, from acts or omissions of Sellers or any of their shareholders, whether or not such claims have been disclosed to Purchaser, including, without limitation, claims for personal injury, workers compensation, occupational disease, or death, as well as claims arising from alleged defects in goods manufactured by Sellers, whenever asserted;

(iii) any and all debts, obligations or liabilities not specifically assumed by Purchaser pursuant to the terms of this Agreement, including, without limitation, those arising from actions or omissions of Sellers after the Closing; and

(iv) any and all costs, fees and expenses (including attorneys' fees) incident to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof, or in enforcing this indemnity.

(b) Notice and Opportunity to Defend. Promptly after the receipt by Purchaser of notice of any claim or the commencement of any action or proceeding, Purchaser will, if a claim with respect thereto is to be made against Sellers pursuant to Section 10(a) hereof, give Carroll written notice of such claim or the commencement of such action or proceeding. Sellers shall have the right, at their option, to compromise or defend, at their sole expense and by their own counsel, such matter involving the asserted liability of Purchaser, except that no such compromise shall include any agreement requiring Purchaser to take any action or refrain from any action. If Sellers shall undertake to defend any asserted liability, they shall promptly notify Purchaser of their intention to do so, and Purchaser agrees to cooperate with Sellers and their counsel in the defense against such asserted liability.

(c) Reassignment of Certain Receivables. Upon notice by Purchaser, Carroll shall pay Purchaser the face amount of any receivable which fails to be fully collected as warranted pursuant to Section 5(q) hereof. Upon such payment, Purchaser shall assign such receivable to Sellers without recourse.

11. Liabilities Not Expressly Assumed. Except and only to the extent provided elsewhere in this Agreement, Pur-

chaser does not, and shall not be deemed to assume or otherwise be obligated to pay, perform, discharge or guaranty any liability or obligation (whether fixed, contingent or otherwise) of Sellers or anyone else, whether incurred or accrued before or after the Closing Date, and including, without limitation, claims arising from injury to persons or property or both by reason of defects in goods or services provided, directly or indirectly, by Sellers or their designee or the predecessor of any of them, it being understood inter alia that any assumption by Purchaser of Sellers' obligations to sell or deliver goods shall not constitute an assumption by Purchaser of any liability for injury to persons or property arising from such sale or delivery.

12. Miscellaneous Covenants and Agreements.

(a) Bulk Sales Compliance. Purchaser hereby waives compliance by Sellers with the provisions of the Bulk Sales Laws of any state, and Sellers warrant and agree to pay and discharge when due all claims of creditors which could be asserted against Purchaser by reason of noncompliance to the extent that such liabilities are not specifically assumed by Purchaser under this Agreement. Sellers and each of their shareholders, jointly and severally, hereby indemnify and agree

to hold Purchaser harmless from, against and in respect of (and shall, on demand, reimburse Purchaser for) any loss liability, cost or expense, including, without limitation, attorneys' fees, suffered or incurred by Purchaser by reason of the failure of Sellers to pay or discharge such claims.

(b) Consents to Assignment. To the extent that any of the contracts, agreements, orders, easements, leases, licenses, commitments, understandings, arrangements and other undertakings listed in Exhibit D (herein collectively called "agreements") are not assignable without the consent of another party, neither this Agreement nor any attachment shall constitute an assignment or an attempted assignment thereof if such assignment or attempted assignment would constitute a breach thereof. From and after the execution hereof the Sellers agree to use their best efforts to obtain consents of the other party to any such agreement to the assignment thereof to the Purchaser in all cases in which, in the opinion of Purchaser's counsel, such consent is required for such assignment. If such consent is not obtained, each of the parties agrees to cooperate with the other in any reasonable alternative arrangement designed to enable Sellers, at no additional cost or expense to Purchaser, to perform its obligations under, and to provide for the Purchaser the benefits of, any such agreement, including,

if requested by Purchaser, enforcement at the cost and for the account of the Purchaser of any and all rights of the Sellers against the other party arising out of the breach or cancellation thereof by such other party or otherwise.

(c) Employment Arrangements. Purchaser may, at its option, offer employment to all, some or none of Sellers' current employees. To the extent offered, such employment would be at salary or wage levels determined appropriate by Purchaser. Notwithstanding the employment by Purchaser of any or all of such employees, Purchaser is not assuming and shall not assume any liability or obligation of Sellers of any nature with respect to any of Sellers' employees or any of Sellers' financial liability for salary, wages, fringe benefits, vacation or severance pay or other amounts due any such employee, whether or not accrued, for any and all services rendered to Sellers prior to the Closing, including, but not limited to retirement or profit sharing or health or insurance benefits and amounts which Sellers are obligated by law or contract, express or implied, to pay because of termination of employment by Sellers on the Closing, and Sellers shall indemnify Purchaser with respect to any claim therefor. Sellers agree to timely comply with any obligation, monetary or otherwise, legally imposed on them with respect to any of their employees

or former employees, including any of the employees hired by Purchaser.

(d) Assignments of Warranties. If Purchaser desires to enforce any contractor, subcontractor or vendor remedy, rights or warranties, obtained by the Sellers and covering materials and workmanship, equipment performance, field workmanship, design, repairs or corrective work, relating to any of the Assets, Sellers shall assign or otherwise cooperate to obtain for the Purchaser the benefit of such remedy, rights and warranty obligations including, when necessary, permitting Purchaser to sue in the name of Sellers at Purchaser's expense.

(e) Termination of Certain Agreements. Upon Closing, all agreements between Carroll and Purchaser entered into before execution of this Agreement, to include without limitation, that certain letter agreement of May 7, 1984 entitled "Confidential Information Agreement on Process for Making 1-Naphtho-2-Diazo-5-Sulfonyl Chloride (hereinafter called "DNSC-5") and 1-Naphtho-2-Diazo-4-Sulfonyl Chloride (hereinafter called "DNSC-4")" shall terminate and both parties shall be relieved from any and all liability or obligation on account of such agreements.

(f) Sellers shall keep confidential all information relating to the Assets and the Business and shall not use or disclose such information to any third parties.

(g) Non-Competition.

(i) Neither Carroll nor Mitchell shall for a period of five (5) years following the Closing, directly or indirectly, take any action or engage, or participate in or with or become interested in or associated with any person, firm, partnership, corporation or other business entity, that is engaged or becomes engaged in a line of business similar to or competitive with a line of business in which Purchasers or any of its subsidiaries or affiliates are engaged or plan to engage, including but not limited to the Business.

(ii) Sellers agree that if a court of competent jurisdiction shall hold the above restriction on competition to be unreasonable, then the restriction shall be construed to refer respectively only to such period of time and/or such geographical area as such court shall deem reasonable.

(h) Sellers, on the Closing Date, shall cease permanently all operations relating to the Business.

(i) Carroll Far East Limited. If and to the extent requested by Purchaser, Carroll shall exercise its best efforts to cause Carroll Far East Limited to provide to Purchaser all those services presently provided to or performed for or on behalf of Sellers on terms at least equal to those extended to Sellers.

(j) Daito. Carroll shall exercise its best efforts to cause Daito Co. of Japan to supply to Purchaser 2 Diazo - 1 - Naphthol - 5 - Sulfonic Acid and 2 - Diazo - 1 - Naphthol - 5 - Sulfonyl Chloride, and other products, all on terms and conditions (including term, price and quantity) satisfactory to Purchaser.

(k) King's Laboratories. Carroll shall exercise its best efforts to cause King's Laboratories to supply to Purchaser cyanogen bromide and any other products desired by Purchaser, all on terms and conditions (including term, price and quantity) satisfactory to Purchaser.

(1) Further Consideration

(i) In further consideration of the transactions contemplated hereunder, Purchaser shall pay to Carroll Three Thousand Three Hundred Dollars ($3,300.00) per month during the five years following the Closing and Two Thousand Five Hundred Dollars ($2,500.00) per month during the sixth through tenth years following the Closing; provided, however, that Purchaser's obligation to make any such payments shall immediately cease and terminate upon (1) the sale of or other transfer of title to the Wood River Junction, Rhode Island premises, or (2) the transfer of any of the stock of the present owner of the premises other than a pro rata distribution to the present shareholders of Carroll, or (3) the failure of Sellers to perform the action required or to exercise their best efforts to sell the premises as provided in Section (1) (ii) hereof. Any payments due hereunder shall be reduced upon each sale of any portion of the premises by a fraction, the numerator of which is the sum of the sales prices of all such portions theretofore sold and the denominator shall be the appraised fair market value of the entire premises as determined in accordance with Section 12(1)(ii) hereof; provided, however, that the fair market value, as determined by an independent appraisal or agreement of the parties, as the case may be, shall be used in computing the numerator for any parcels which are transferred

other than by an arms-length sale. In the event an independent appraisal is necessary hereunder, Purchaser and the Sellers shall share the expense equally.

(ii) Carroll shall immediately upon the Closing offer the premises for sale on a multilist basis through professional licensed realtors at its independently appraised fair market value or at such other price as the parties may agree upon and shall exercise its best efforts to sell the premises at such price and upon such other terms as are commercially reasonable and shall continue to do all of the foregoing until the premises are sold in their entirety. Carroll and its real estate broker(s) shall render such periodic reports to Purchaser as may be requested by Purchaser detailing their activities hereunder, including, without limitation, full information relating to the appraisal of the premises and all offers (whether oral or written) presented to Carroll. For purposes of this Section 12(l) the term "premises" are those delineated on Exhibit K.

(m) Confidential Information. All information obtained by Purchaser relating to the conduct of the various businesses operated by Carroll, except, after the Closing, such information relating to the Business and the Assets and the transactions contemplated hereby, and all information obtained by Sellers relating to the business conducted by Purchaser

shall be kept confidential and shall not be used by it for any purpose other than in connection with the transactions contemplated hereby. All documents delivered by either party to the other not relating to the transaction herein contemplated shall be returned to the party providing such document. The foregoing shall not apply to (i) any information generally available to the public on the date hereof or which becomes generally available to the public through no fault of the party receiving such information, (ii) any information obtained by a third party having the right to disclose such information; and (iii) any information known by the party receiving such information prior to receipt thereof.

13. Termination; Impracticability.

(a) This Agreement may be terminated at any time not later than the Closing Date:

(i) Mutual Consent. By Carroll and Purchaser mutually agreeing in writing to terminate this Agreement; or

(ii) By Purchaser. By Purchaser in writing if any of the conditions provided in Section 8 hereof

have not been met and have not been waived, by the Closing Date; or in accordance with Section 13(b); or

(iii) By Sellers. By Carroll in writing if any of the conditions provided in Section 9 hereof have not been met, and have not been waived by the Closing Date.

In the event this Agreement is terminated in accordance herewith or in accordance with Section 13(b), no party to this Agreement shall have any further obligation or liability of any nature whatsoever to any other party hereto except as to its obligations hereunder relating to confidentiality.

(b) Impracticability. Purchaser may in writing terminate this Agreement without liability at any time not later than the Closing Date in the event Purchaser shall have determined in good faith in its sole discretion that the transaction contemplated by this Agreement has become inadvisable or impracticable by reason of the institution or threat by local, state or federal government authorities or by any other person of litigation or proceedings against Sellers in respect of Sellers, the Assets, or against Sellers or Purchaser in respect of this Agreement or any transaction contemplated hereby. It

is herein understood and agreed that a written request by any governmental authority for information with respect to said transaction, which information could be used in connection with such litigation or proceedings, or a written communication from any person threatening the institution of litigation if said transaction is consummated, may, without limitation, be deemed by Purchaser to be a threat of litigation or proceedings justifying termination hereunder, regardless of whether such request is received before or after the date hereof.

14. Survival of Representations, Warranties. All statements made by Sellers or any of their shareholders in this Agreement or in any agreement, certificate or other instrument delivered by or on behalf of Sellers or any of their shareholders pursuant to this Agreement shall be deemed joint and several representations and warranties of Carroll, Mitchell and each of their shareholders, and each representation, warranty, covenant and agreement (other than the indemnity agreement which shall survive without limitation and Section 12(1) of this agreement which shall survive in accordance with its terms) made by each of the parties hereto in this Agreement or in any document delivered pursuant hereto shall survive for a period of five (5) years following the Closing.

15. Notices. Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or mailed by first class registered mail, return receipt requested, addressed to the parties at the addresses set forth above (or at such other address as any party may specify by notice to all other parties given as aforesaid).

16. Access to Premises. Purchaser shall upon reasonable notice for a period not to exceed one (1) year after Closing, have the right to enter upon the premises of Sellers' business located at Wood River Junction and to remove therefrom at its expense the Assets transferred and assigned hereunder. Ownership of any of the Assets not removed by Purchaser within said one (1) year period shall revert to Sellers or their successors or assigns. Sellers shall give Purchaser thirty (30) days prior written notice of a closing on the sale of any portion of such premises (if within one (1) year following the Closing) and shall afford Purchaser reasonable opportunities during such thirty (30) day period to enter upon the premises to remove the Assets. Sellers shall exercise best efforts to preserve and protect all of Purchaser's right, title and interest in said Assets and to protect persons (excluding

Purchaser's employees) from injury as a result of the presence of such assets on the premises.

17. Miscellaneous.

(a) Entire Agreement. This Agreement, the Schedules and Exhibits hereto, together with the agreements, certificates and other documents referred to herein or the form of which are attached as Exhibits or Schedules hereto constitute the entire agreement and set forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all prior agreements, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party, and may not be modified, amended or terminated except by a written agreement specifically referring to this Agreement signed by the parties hereto.

(b) No Waiver; Remedies. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature. No failure on the part of any party to exercise, and no delay in exercising any right,

remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege, and no waiver whatever shall be valid unless in writing signed by the party or parties to be charged and then only to the extent specifically set forth in such writing. All remedies, rights, powers and privileges, either under this Agreement or by law or otherwise afforded the parties to this Agreement, shall be cumulative and shall not be exclusive of any remedies, rights, powers and privileges provided by law. Each party hereto may exercise all such remedies afforded to it in any order of priority.

(c) Assignment. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto; provided that neither party may transfer or assign its rights or delegate its performance hereunder without the prior written consent of the other party.

(d) Paragraph Headings. The section and paragraph headings contained herein are for the purposes of convenience only and are not intended to define or limit the contents of said sections or paragraphs.

(e) Cooperation. Each party hereto shall cooperate and shall take such further action and shall execute and deliver such further documents as may reasonably be requested by any other party in order to carry out the provisions and purposes of this Agreement.

(f) Payment of Certain Taxes. Sellers will pay all sales, transfer and documentary taxes, if any, payable in connection with, by reason of, or measured by the sale, conveyances, assignments, transfers and deliveries to be made to Purchaser hereunder.

(g) Transaction Expenses. Whether or not the transactions contemplated hereby are consummated, all legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses, except as otherwise provided herein.

(h) Counterparts. This Agreement shall be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

(i) Governing Law. This Agreement and all amendments thereof shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to contracts made and to be performed therein.

(j) Waiver of Vendor's Lien. Sellers hereby waive any vendor's lien, privilege and implied resolutory condition.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

ATTEST:

Secretary

CARROLL PRODUCTS, INC.

By
President

ATTEST:

Secretary

MITCHELL MANUFACTURING CORPORATION

By
President

ATTEST:

(Assistant) Secretary

ICI AMERICAS INC.

By
(Vice) President

Consent and Agreement of Shareholders

The undersigned, being all of the shareholders of Carroll Products, Inc. and Mitchell Manufacturing Corporation, ("Sellers") and all the affiliates of Sellers, hereby certify to Purchaser that each has read the foregoing Asset Purchase Agreement (the "Agreement") that each approves the action of Sellers' officers and directors in executing the Agreement, and that, in consideration of the economic benefit to be derived by shareholders from the transactions contemplated by the Agreement, further jointly and severally subscribe to and undertake to be bound by and to perform those provisions of the Agreement providing for action, forbearance, disclosure, representation, warranty or indemnity by Sellers or any of their shareholders, including, without limitation those contained in Sections 5, 7, 10, 12, 14 and 16 of the Agreement. Wherever in the warranties and representations of Sellers the same are made dependent on Sellers' knowledge, each shareholder warrants and represents that he has no knowledge that any such warranties or representations are untrue, inaccurate or misleading. Given under our hands and seals this 2nd day of October, 1984.

WITNESS:

Carroll Products Inc.
Shareholder

Carroll Products Inc.
Shareholder

Carroll Products Inc.
Shareholder

CARROLL PRODUCTS, INC.

By _____
Mitchell Manufacturing
Corporation Shareholder

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County on the 2nd day of October, 1984, before me personally appeared the within-named K.C. Pande, R.N. Chadha and M.T. West, to me known and known by me to be the Shareholders of Carroll Products, Inc. and Carroll Products, Inc., by its President K.C. Pande, being the sole shareholder of Mitchell Manufacturing Corporation, and the persons executing these presents, and they acknowledged said instrument by them so executed to be their free act and deed.

Notary Public

Consent and Agreement of Agency Mortgage & Realty Co.

The undersigned, being an affiliate of Carroll Products Inc. and Mitchell Manufacturing Corporation ("Sellers") hereby certify to Purchaser that it has read the foregoing Asset Purchase Agreement (the "Agreement"), that it approves the action of Sellers' officers and directors in executing the Agreement, and that, in consideration of the economic benefit to be derived by Sellers and Agency from the transactions contemplated by the Agreement, it further subscribes to and undertakes to be bound by and to perform those provisions of the Agreement providing for action, forbearance, disclosure, representation, warranty or indemnity by Sellers or any of their shareholders, including, without limitation those contained in Sections 5, 7, 10, 12 and 14 of the Agreement. Wherever in the warranties and representations of Sellers the same are made dependent on Sellers' knowledge, Agency warrants and represents that it has no knowledge that any such warranties or representations are untrue, inaccurate or misleading.

IN WITNESS WHEREOF, Agency has caused this Consent and Agreement to be duly executed as of this 2nd day of October, 1984.

Attest:

AGENCY MORTGAGE & REALTY CO.

Secretary

By President

CARROLL PRODUCTS, INC.,
MITCHELL MANUFACTURING CORP.,
SALE OF ASSETS TO
ICI AMERICAS, INC.

Closing October 5,1984

Index to Documents

1. Asset Purchase Agreement dated October 5, 1984 ("Asset Purchase Agreement") by and between Carroll Products, Inc. ("Carroll"), Mitchell Manufacturing Corp. ("Mitchell") and ICI Americas, Inc. ("ICI").

2. Exhibits and Schedules to Asset Purchase Agreement:

Exhibit A - Products of Carroll and Mitchell (the "Sellers")
Exhibit B - Equipment and Machinery of Sellers
Exhibit C - Accounts Receivable of Sellers
Exhibit D - Contracts Assigned by Sellers
Exhibit D-1- Contracts Assumed by ICI
Exhibit E - Bill of Sale
Exhibit F - Employment Agreements - Kailash Pande, Rajenda Chadha
Exhibit G - Agreement Not to Compete - M. Tilghman West
Exhibit H - Secrecy Agreement - Agency Realty and Mortgage Company ("Agency")
Exhibit I - Consulting Agreement - Arthur Schwartz
Exhibit J - Secrecy Agreements - Employees of Carroll to be Hired by ICI
Schedule A - Equity Interests Owned Indirectly or Directly by Carroll
Schedule B - Ownership of Outstanding Shares of Carroll Stock
Schedule C - Debts or Other Liabilities
Schedule D - Tax Liabilities Outstanding
Schedule E - Events Occurring Since February 28, 1984
Schedule F - Litigation and Other Claims
Schedule G - Compliance with Laws and Regulations
Schedule H - Encumbrances on Property of Sellers
Schedule I - Lists of Contracts, Leases, Etc.
Schedule I(1) - Accounts Receivable
Schedule I(2) - Equipment, Machinery and Leases of Tangible Property
Schedule I(3) - Patents and Trademarks
Schedule I(4) - Government Licenses
Schedule I(5) - Business Insurance
Schedule I(6) - Agreements with Independent Contractors or Professionals

Schedule I(7) - Secrecy Agreements and Other Contracts Relating to Patents
Schedule I(8) - Loan Agreements, Mortgages, and Conditional Sales Contracts
Schedule I(9) - Purchase Orders and other Business Relationships
Schedule I(9)(1) - Business Relationship with Major Customers
Schedule I(10) - Customer Lists
Schedule I(11) - Directors and Officers of Sellers
Schedule I(12) - Computer Related Materials

3. Good Standing Certificate, Secretary of State (New York) - Carroll.

4. Good Standing Certificate, Secretary of State (New York) - Mitchell.

5. Good Standing Certificate, Secretary of State (Rhode Island) - Carroll.

6. Good Standing Certificate, Secretary of State (Rhode Island) - Mitchell.

7. Certified Votes Authorizing the Asset Purchase Agreement - Carroll.

8. Certified Votes Authorizing the Asset Purchase Agreement - Mitchell.

9. Certificate of Encumbency of Officers and Directors - Carroll.

10. Certificate of Encumbency of Officers and Directors - Mitchell.

11. Tax Good Standing Certificate (New York) - Mitchell and Carroll.

12. Tax Good Standing Certificate (Rhode Island) - Carroll.

13. Tax Good Standing Certificate (Rhode Island) - Mitchell.

14. Certified Certificate of Incorporation - Carroll.

15. Certified Certificate of Incorporation - Mitchell.

16. Certified By-laws - Carroll.

17. Certified By-laws - Mitchell.

18. Bring Down Certificate - Mitchell.

19. Bring Down Certificate - Carroll (as sole shareholder of Mitchell).

20. Bring Down Certificate - Rajendra Chadha, shareholder of Carroll.

21. Bring Down Certificate - Kailash Pande, shareholder of Carroll.

22. Bring Down Certificate - M. Tilghman West, shareholder of Carroll.

23. Bring Down Certificate - Carroll.

24. Certified Consolidated Financial Statements of Sellers.

25. Bring Down Certificate - ICI.

26. Bill of Sale from Sellers to ICI for equipment set out in Exhibit B (as marked in accordance with §§4(g) and 5(i) of the Asset Purchase Agreement).

27. Bill of Sale from Sellers to ICI for 1981 Lincoln Mark VI.

28. Bill of Sale from Sellers to ICI for 1981 Lincoln Mark VI.

29. Bill of Sale from Sellers to ICI for 1978 GMC Van.

30. Bill of Sale from Sellers to ICI for 1973 GMC Truck.

31. Transfer and Assumption Agreement between Sellers and ICI transferring all of Sellers' rights in the equipment, inventories, accounts receivable, patents, and contracts.

32. Assignment of Patents and Trademarks by Sellers to ICI.

33. Letter Agreement between ICI and Sellers concerning valuation of the Richmond, Rhode Island plant site.

34. Indemnification Agreement between Sellers and ICI.

35. Secrecy Agreement between Agency and ICI.

36. Secrecy Agreements between Sellers' employees who will be retained by ICI subsequent to Closing.

37. Agreement Not to Compete between ICI and M. Tilghman West.

38. Consulting Agreement between ICI and Arthur Schwartz.

39. Employment Agreement with Exhibits between ICI and Kailash C. Pande.

40. Unfunded Deferred Compensation Arrangement - Kailash Pande.

41. Employment Agreement with Exhibits between ICI and Rajendra Chadha.

42. Unfunded Deferred Compensation Arrangement - Rajendra Chadha.

43. Letter Agreement dated October 5, 1984 by and between Fleet National Bank ("Fleet") and Carroll regarding financing arrangements with Fleet with respect to the Amended and Restated Loan Agreement by and between Carroll and Fleet dated August 27, 1984.

44. Release of Mortgage granted by Carroll to Fleet National Bank ("Fleet") concerning the property located at Nos. 2356 to 2364 Sedgley Avenue, Philadelphia, Pennsylvania.

45. Release of mortgage granted by Carroll Products Enterprises, Inc. to Fleet National Bank concerning property located at Nos. 2356 to 2364 Sedgley Avenue, Philadelphia, Pennsylvania.

46. Bill of Sale from Fleet Credit Corporation to Carroll for telephone system.

47. Termination Statements from Fleet and Fleet Credit Corporation filed with the Secretary of State of Pennsylvania.

48. Termination Statement from Fleet Credit Corporation filed with the County Recorder of Philadelphia, Pennsylvania.

49. Termination Statements from Fleet and Fleet Credit Corporation filed with Philadelphia County Prothonotary.

50. Termination Statements from Fleet and Fleet Credit Corporation filed with the Rhode Island Secretary of State.

51. Termination Statements from Fleet Credit Corporation for a fixture filing filed with the Recorder of Deeds, Town of Richmond, Rhode Island.

52. Discharge of Patent Assignment made by Sellers to Fleet on February 6, 1981.

53. Discharge of Patent Assignment made by Sellers to Fleet on August 27, 1984.

54. Sellers notice filing with Division of Taxation concerning the sale of substantially all of their assets.

55. Agreement between Wittaker Corporation ("Wittaker") and Rajendra Chadha, Kailash Pande, and M. Tilghman West concerning the non-competition provisions of the Asset Purchase Agreement and Guaranty dated December 15, 1983 between Wittaker and Carroll.

56. UCC-11 with respect to Carroll and Mitchell (Rhode Island).

57. Opinion of Edwards & Angell, counsel for Sellers.

Exhibit 7

(A) 2/c 2/28/79

COMMERCIAL UMBRELLA
LIABILITY POLICY

POLICY NUMBER **255-C 12193**

NAME INSURED

Carroll Products, Inc. and
Mitchell Manufacturing Corp.
Wood River Junction
Rhode Island 02894

11-2-78 To: 11-2-79

Connecticut Underwriters Inc.
329 Main St.
Portland Conn 06480

CHICAGO INSURANCE COMPANY
A STOCK COMPANY
CHICAGO, ILLINOIS

In the event of any loss insured by this policy you should IMMEDIATELY contact your agent or broker or wire this company collect

THIS POLICY DOES NOT APPLY TO LIABILITY ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OPERATION, USE, LOADING OR UNLOADING OF AIRCRAFT

The company agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and subject to the limits of liability, exclusions, conditions and other terms of this policy, as follows:

INSURING AGREEMENTS

I. Coverage

The company agrees to indemnify the insured for all sums which the insured shall become obligated to pay as damages, direct or consequential, and expenses, all as hereinafter defined as included within the term ultimate net loss, by reason of liability

(a) imposed upon the insured by law, or

(b) assumed by the named insured, or by any officer, director, stockholder or employee thereof while acting within the scope of his duties as such, under any contract or agreement,

because of personal injury, property damage, or advertising liability caused by or arising out of an occurrence which takes place during the policy period anywhere in the world.

II. Limits of Liability

Regardless of the number of persons or organizations who are insureds under this policy and regardless of the nature and number of claims made or suits brought against any or all insureds, the total limit of the company's liability for any one occurrence shall be the ultimate net loss resulting therefrom in excess of the underlying limit and then only up to the amount stated in the declarations as the occurrence limit; provided, however, the company's liability is further limited to the amount stated in the declarations as the aggregate limit, with respect to all ultimate net loss resulting from one or more occurrences during each annual period while this policy is in force commencing from its effective date and arising out of either (1) products-completed operations liability, or (2) occupational diseases of employees of insureds, such aggregate limit applying separately to (1) and (2).

III. Definition of Insured, Named Insured

The "named insured" means the person or organization named in the declarations and includes any subsidiary thereof and any other organization coming under the named insured's control of which it assumes active management.

The unqualified word "insured" includes the named insured and also includes:

(a) any officer, director or stockholder of the named insured while acting within the scope of his duties as such, and, if the named insured is or includes a partnership, any partner thereof but only with respect to his liability as such;

(b) except with respect to the ownership, maintenance or use, including loading or unloading, of automobiles while away from premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, (1) any employee of the named insured while acting within the scope of his duties as such; or (2) any person or organization acting as agent with respect to real estate management for the named insured;

(c) with respect to any automobile owned by the named insured or hired for use by or on behalf of the named insured, any person while using such automobile and any person or organization legally responsible for the use thereof, provided its actual use is with the permission of the named insured, except

(1) any person or organization, or any agent or employee thereof, operating an automobile sales agency repair shop, service station, storage garage or public parking place, with respect to any occurrence arising out of the operation thereof; or

(2) the owners or any lessee, other than the named insured, of a hired automobile or any agent or employee or such owner or lessee;

(d) any person or organization to whom or to which the named insured is obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to operations performed by the named insured or facilities owned or used by the named insured and subject to the underlying limit applicable to the insurance for the named insured with respect to such operations or facilities;

(e) any individual who is a named insured, but only with respect to the conduct of a business which is insured by the underlying insurance policies described in the **Schedule of Underlying Insurance;**

(f) any other person or organization who is an insured under any policy of underlying insurance, listed in the **Schedule of Underlying Insurance,** subject to all the limitations upon coverage under such policy other than the limits of the underlying insurer's liability.

The insurance afforded applies separately to each insured against whom claim is made or suit is brought, but the inclusion herein of more than one insured shall not operate to increase the limits of the company's liability.

BRANCH	B/A	PRODUCER NUMBER	DATE OF ISSUE	RENEWAL OR REPLACEMENT NO.
06	A	C65797 * 150	11/9/78 sr	New

Part Two.

Item	DECLARATIONS	POLICY NUMBER 255-C 12193
1.	*Named Insured*	Carroll Products, Inc. and Mitchell Manufacturing Corp.
	ADDRESS: (Number & Street, City or Post Office, Zone, County & State)	Wood River Junction Rhode Island 02894
2.	Policy Period: 12:01 A. M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN. From:	11-2-78 To: 11-2-79
	REPRESENTATIVE: Agent or Broker	Connecticut Underwriters Inc.
	Office Address	329 Main St.
	Town and State	Portland, Conn. 06480

CHICAGO INSURANCE COMPANY
CHICAGO, ILLINOIS

3.	Occurrence Limit: $ 1,000,000	6. Premium: $	10,500.00
4.	Aggregate Limit: $ 1,000,000	$	Incl.
5.	Retained Limit: $ 10,000	$	Incl.
		$	10,500.00

7. Schedule of Underlying Insurance:

Type of Policy	Applicable Limits
Comprehensive General Liability Insurance including:	Bodily Injury:
☐ Products–Completed Operations	
☒ Personal Injury	$ 500 ,000. each occurrence
☐ Broad Form Property Damage	$ 500 ,000. aggregate
☐ Employees as Add'l. Insureds	
☐ Independent Contractors	

CHICAGO INSURANCE COMPANY
POLICY COUNTERSIGNATURE

Policy Number 255-C12193	Name of Insured Carroll Products, Inc. Etal	
Branch Office 70 Federal St. Boston, Mass. 02110	Agent Connecticut Underwriters Inc. 329 Main St. Portland, Conn 06480	Policy Period From 11-2-78 To 11-2-79

Chicago Insurance Company has issued the above mentioned policy covering in various States as per schedule attached to said policy.

Said schedule contains coverage in the State of Rhode Island, principally in the city of Wood River Junction for which the premium indicated has been charged:

In compliance with the Statute of the above mentioned State, this is countersigned by a resident agent in said State, is attached to and becomes a part of the designated policy.

Countersigned Joseph J. Magner
Authorized Representative

CIC-21 (5/70)

BRANCH	B/A	PRODUCER NUMBER
06	A	C65797 * 150

DATE OF ISSUE	RENEWAL OR REPLACEMENT NO.
11/9/78 sr	New

Part Two.

Item	DECLARATIONS	POLICY NUMBER 255-C 12193
1.	Named Insured	Carroll Products, Inc. and Mitchell Manufacturing Corp. Wood River Junction Rhode Island 02894
	ADDRESS: (Number & Street, City or Post Office, Zone, County & State)	
2.	Policy Period: 12:01 A. M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN. From:	11-2-78 To: 11-2-79
	REPRESENTATIVE: Agent or Broker	Connecticut Underwriters Inc.
	Office Address	329 Main St.
	Town and State	Portland, Conn. 06480

CHICAGO INSURANCE COMPANY
CHICAGO, ILLINOIS

3.	Occurrence Limit: $ 1,000,000	6. Premium: $	10,500.00
4.	Aggregate Limit: $ 1,000,000	$	Incl.
5.	Retained Limit: $ 10,000	$	Incl.
		$	10,500.00

7. Schedule of Underlying Insurance:

Type of Policy	Applicable Limits
Comprehensive General Liability Insurance including:	Bodily Injury:
☐ Products–Completed Operations	
☒ Personal Injury	$ 500 ,000. each occurrence
☐ Broad Form Property Damage	$ 500 ,000. aggregate
☐ Employees as Add'l. Insureds	
☐ Independent Contractors	
☐ Blanket Contractual	Property Damage:
☐	$ 500 ,000. each occurrence
☐	$ 500 ,000. aggregate
Insurer: Firemans Fund	or Combined single limit and
Policy Number: TBD	Aggregate: $,000.
Policy Term: TBD To	
Comprehensive Automobile Liability Insurance including:	Bodily Injury
☒ Non-owned ☒ Hired Auto	$ 500 ,000. each person
	$ 500 ,000. each occurrence
	Property Damage
Insurer: Firemans Fund	$ 100 ,000. each occurrence
Policy Number: TBD	
Policy Term: TBD To	or Combined single limit $,000.
Standard Workmen's Compensation and Employers Liability Policy:	
Insurer: Firemans Fund	Coverage B: $ 100 ,000. each accident
Policy Number: TBD	
Policy Term: TBD To	

8. Other: Products. American Universal
TBD
3-14-78 to 3-14-79

Form Numbers of Endorsements forming a part of the policy at issue:
IFC-CIC 83-25, Endorsement #1,
Endorsement #2, Endorsement #3

DO NOT TYPE IN THIS AREA

Countersigned by Henry J. Stone, Jr.
Licensed Resident Agent

255-C PRINTED 6/76

ENDORSEMENT NO. 1

CARE, CUSTODY & CONTROL REAL AND PERSONAL PROPERTY

This policy shall not apply to property damage to:

(a) property owned or occupied by or rented to any Insured hereunder,

(b) property used by any Insured hereunder, or

(c) property in the care, custody or control of any Insured hereunder or as to which any Insured hereunder is for any purpose exercising physical control.

All other terms and conditions remain unchanged.

Attached to and forming part of No. _____

Issued to _____

Effective ATTACHED TO POLICY WHEN ISSUED

☐ INTERSTATE FIRE & CASUALTY COMPANY

☒ CHICAGO INSURANCE COMPANY

By _____

IFC-CIC-3 (10-71)

ENDORSEMENT NO. 2

CONTRACTUAL LIABILITY EXCLUSION ENDORSEMENT

In consideration of the reduced premium charged, it is agreed that the insurance afforded by this policy shall not apply with respect to any liability assumed by the Insured under any written or oral contract or agreement.

All other terms and conditions remain unchanged.

Attached to and forming part of No. _____

Issued to ATTACHED TO POLICY WHEN ISSUED

Effective _____

☐ INTERSTATE FIRE & CASUALTY COMPANY

☒ CHICAGO INSURANCE COMPANY

By _____

IFC-CIC-3 (10-71)

ENDORSEMENT NO. 3

PERSONAL INJURY FOLLOWING FORM ENDORSEMENT

In consideration of the reduced premium charged, it is agreed that, except insofar as coverage is available to the insured in the underlying insurance shown in the schedule of underlying insurance at the limits shown therein, the insurance afforded by this policy shall not apply with respect to:

1. False arrest, false imprisonment, wrongful eviction, wrongful detention, or malicious prosecution, or

2. Libel, slander, defamation of character, humiliation, or invasion of rights of privacy.

All other terms and conditions remain unchanged.

Attached to and forming part of No. _____

Issued to ATTACHED TO POLICY WHEN ISSUED

Effective _____

☐ INTERSTATE FIRE & CASUALTY COMPANY

☒ CHICAGO INSURANCE COMPANY

By _____

IFC-CIC-3 (10-71) (NAR-29)

06-A-C65797 *150 1-10-79 fa

ENDORSEMENT NO. 6

In consideration of the premium charged, it is hereby understood and agreed that the named insured is amended to read as follows:

Carroll Products, Inc., Mitchell Manufacturing Corp., Wood River Chemical, Inc., Talb Industries, Agency Realty & Mortgage Inc.

All other terms and conditions remain unchanged.

Attached to and forming part of No. 255-C12193

Issued to Carroll Products

Effective 11-2-78

☐ INTERSTATE FIRE & CASUALTY COMPANY

☒ CHICAGO INSURANCE COMPANY

By _____

IFC-CIC-3 (10-71)

06-A-C65797 *150 1-10-79 fa

ENDORSEMENT NO. 5

In consideration of the premium charged, it is hereby understood and agreed that the schedule of underlying is amended as follows:

Gen. Liab. (incl. Personal Injury)
Broad form property damage
Employees as add'l insureds
Blanket contractual
Independent contractors

insurer: Reliance Ins. Co.
Pol. # C15999545
term: 10-22-78-79
limits: 500,000 CSL

Auto-Insurer: Reliance Ins. Co.
Pol # BA9940938
term: 10-22-78-79
limits: 500,000 CSL

Workmens Comp: Insurer: Aetna
Pol. # 904JC187114780CCA
term: 7-14-78-79
Cov. B 100,000

All other terms and conditions remain unchanged.

Attached to and forming part of No. 255-C12193

Issued to Carroll Proddcts

Effective 11-2-78

☐ INTERSTATE FIRE & CASUALTY COMPANY

☒ CHICAGO INSURANCE COMPANY

By _____

IFC-CIC-3 (10-71)

GENERAL CHANGE ENDORSEMENT

NOT VALID UNLESS SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY

Date and Place of Issue
12/1/78

Effective From *(Standard Time as stated in Policy)*
11/27/78

Amending Policy No.
GA 66994 - R/C-1

Issued To
Carroll Products, Inc.

by
American Universal Insurance Company

Add'l/Ret. Premium

$NIL

Endorsement No. 3

It is agreed that the Policy is Modified below by "X"

1. X The Named Insured is Amended to:
Carroll Products, Inc., Mitchell Manufacturing Corp., Wood River Chemical, Inc., Talb Industries, Agency Realty & Mortgage, Inc.

2. ____ The Address of the Named Insured is Amended to:

3. ____ The Mailing Address of the Named Insured is Amended to:

4. ____ The Policy Period is Amended to Read:

From _____ To _____ (12:01 AM Standard Time)

5. ____ The Minimum Annual Premium, Premium Basis, Rates or Advance Premium are amended to:

Minimum Premium	Premium Basis	Rates	Advance Premium

6. ____ Other* _____

* Indicate what type of coverage or transaction involved.

RCL/mir

This endorsement is subject to all the agreements, conditions and exclusions of the policy unless such agreements, conditions and exclusions are expressly modified or expressly eliminated hereby.

1234-10/72

Authorized Representative

FIRST DOLLAR DEFENSE ENDORSEMENT

It is hereby understood and agreed that with respect to any occurrence not covered by the underlying policies of insurance described in the schedule hereof or any other underlying insurance collectible by the insured, but covered by the terms and conditions of this policy except for the amount of retained limit specified in Item 3 sub-paragraph 2 of the schedule, the company shall:

(A) Defend any suit against the insured alleging such injury, sickness, disease or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;

(B) Pay all premiums on bonds to release attachments for an amount not in excess of the applicable limits of liability of this policy, all premiums on appeal bonds required in any such defended suit, the cost of bail bonds required of the insured in the event of accident or traffic law violation during the policy period, but without any obligation to apply for or furnish any such bonds;

(C) Pay all expenses incurred by the company, all costs taxed against the insured in any such suit and all interest accruing after entry of judgment until the company has paid or tendered or deposited in court such part of such judgment as does not exceed the limit of the company's liability thereon;

(D) Reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the company's request;

and the amounts so incurred, except settlement of claims and suits, are payable by the company in addition to the applicable limits of liability of this policy.

In any country where the company may be prevented by law or otherwise from carrying out this agreement, the company shall pay any expense incurred with its written consent in accordance with this agreement. The insured shall promptly reimburse the company for any amount or ultimate net loss paid on behalf of the insured within the retained limit specified in Item 3 sub-paragraph 2 of the schedule.

Attached to and forming part of No. _____ ☐ INTERSTATE FIRE & CASUALTY COMPANY

Issued to ATTACHED TO POLICY WHEN ISSUED ☒ CHICAGO INSURANCE COMPANY

Effective _____ By _____

IV. Other Definitions. Wherever used in this policy:

"Aircraft" means any heavier-than-air or lighter-than-air aircraft designed to transport persons or property.

"Advertising liability" means liability arising out of the named insured's advertising activities for:

(a) Libel, slander or defamation of character;

(b) Infringement of copyright or of title or of slogan;

(c) Piracy or unfair competition or idea misappropriation under an implied contract;

(d) Invasion of right of privacy;

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast.

"Automobile" means a land motor vehicle, trailer or semi-trailer.

"Named Insured's Products" means goods or products (including any container thereof) manufactured, sold, handled or distributed by the named insured, or by others trading under his name.

"Occurrence" means an accident, including a continuous or repeated exposure to conditions, which results, during the policy period, in a personal injury, property damage or advertising liability neither expected nor intended from the standpoint of the insured, except that assault and battery committed by the insured for the purpose of protecting persons or property shall be deemed an occurrence.

For the purposes of determining the company's liability under the terms of Insuring Agreement II,

(a) with respect to personal injury and property damage, all such exposure to substantially the same general conditions existing at or emanating from one premises location or source shall be deemed one occurrence; and

(b) with respect to advertising liability all ultimate net loss arising out of any advertisements, publicity articles, broadcasts or telecasts or any combination thereof involving the same injurious material or act, regardless of the frequency of repetition thereof, or the number or kind of media used, or the number of persons claiming damages, shall be deemed to arise out of one occurrence.

"Personal injury" means (a) bodily injury, shock, sickness or disease (including death, mental anguish and mental injury resulting therefrom); (b) injury arising out of false arrest, false imprisonment, wrongful eviction, wrongful entry, wrongful detention or malicious prosecution; or (c) injury arising out of racial or religious discrimination not committed by or at the direction of the named insured or any executive officer, director, stockholder or partner thereof, but only with respect to liability other than fines, penalties or liquidated damages imposed by law; or (d) injury arising out of libel, slander, defamation of character, humiliation or invasion of right of privacy, unless such injury arises out of advertising activities.

"Products—completed operations liability" means liability arising out of

(a) the handling or use of, the existence of any condition in or a warranty of the named insured's products other than equipment rented to or located for use of others but not sold, if the personal injury or property damage occurs after the named insured has relinquished possession thereof to others; or

(b) operations, including operations performed on behalf of the named insured, if the personal injury or property damage occurs after such operations have been completed or abandoned and away from premises owned, rented or controlled by the named insured; provided that operations which may require further service or maintenance work, or correction because improperly or defectively performed, but which are otherwise complete, shall be deemed completed; and provided further that the following shall not be deemed to be "operations" within the meaning of this paragraph: (1) pick-up and delivery, except from or onto a railroad car; (2) the maintenance of vehicles owned or used by or on behalf of the insured; or (3) the existence of tools, uninstalled equipment and abandoned or unused materials. The word "operations" as used herein includes any act or omission in connection with operations performed by or on behalf of the named insured on premises owned, rented or controlled by the named insured or elsewhere, whether or not goods or products are involved in such operations.

"Property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

"Ultimate net loss" means the total of the following sums arising out of any one occurrence to which this policy applies:

(a) all sums which the insured or any organization as his insurer, or both, become legally obligated to pay as damages, whether by reason of adjudication or settlement, because of personal injury, property damage or advertising liability; and

(b) all expenses incurred by the insured or any organization as his insurer, or both, in the investigation, negotiation, settlement and defense of any claim or suit seeking such damages, excluding only (1) the salaries of the insured's or insurer's regular employees, (2) office expenses of the insured or any insurer, and (3) all expense included in other valid and collectible insurance.

"Underlying limit" means

(a) the amount of the applicable limits of liability of the underlying insurance as stated in the **Schedule of Underlying Insurance,** less the amount, if any, by which an aggregate limit of such insurance has been reduced by payment of loss; and

(b) in addition to the amount applicable in paragraph (a), the amount of any other valid and collectible insurance available to the insured, whether such other insurance is stated to be primary, contributing, excess or contingent (except insurance purchased to apply in excess of the sum of underlying limits described in paragraph (a), or the retained limit, and the limit of liability hereunder); or

(c) if the insurance afforded by the underlying insurance policies stated in the **Schedule of Underlying Insurance** is inapplicable to the occurrence, the amount stated in the declarations as the retained limit, or the amount of other insurance stated in paragraph (b), whichever is greater.

The limits of liability of any underlying insurance policy stated in the **Schedule of Underlying Insurance** shall be deemed applicable irrespective of (1) any defense which the underlying insurer may assert because of the insured's failure to comply with any condition of the policy subsequent to an occurrence, or (2) the inability of the underlying insurer to pay by reason of bankruptcy or insolvency.

EXCLUSIONS

This policy does not apply:

(a) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(b) to any employee as an insured with respect to personal injury to another employee of the same employer injured in the course of such employment, but this exclusion shall not apply to personal injury with respect to which insurance is afforded such insured by underlying insurance;

(c) to liability arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) aircraft, or

(2) watercraft over 50 feet in length, if the occurrence takes place away from premises owned by, rented to or controlled by the named insured;

but exclusion (c) (2) shall not apply to liability for personal injury to any employee of the insured arising out of and in the course of his employment by the insured;

(d) to advertising liability arising out of:

(1) failure of performance of contract, other than the unauthorized appropriation of ideas based upon alleged breach of an implied contract;

(2) personal injury or property damage;

(3) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods or services sold, offered for sale or advertised;

(4) incorrect description or mistake in advertised price of goods or products sold, offered for sale or advertised;

(e) to any damages claimed, or expenses incurred for the withdrawal, inspection, repair, replacement or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

(f) to property damage to

(1) the named insured's products or premises alienated by the named insured, arising out of such products or premises or any part of such products or premises;

(2) work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(3) property owned by the named insured;

(g) to personal injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing, with respect to liability assumed by the insured under any contract or agreement;

(h) to loss of use of tangible property which has not been physically injured or destroyed resulting from

(1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or

(2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured.

CONDITIONS

A. Premium. The advance premium stated in the declarations is an estimated premium only. Upon termination of this policy the earned premium shall be computed in accordance with the company's rules and rates applicable to this insurance.

The named insured shall maintain records of the information necessary for premium computation and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

B. Inspection and Audit. The company shall be permitted to inspect the insured's premises, operations and elevators and to examine and audit the insured's books and records at any time during the policy period and any extension thereof and within three years after the final termination of this policy, as far as they relate to the premium or the subject matter of this insurance.

C. Notice of Occurrence. Whenever it appears that an occurrence is likely to involve indemnity under this policy, written notice thereof shall be given to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the occurrence, the names and addresses of the injured and of available witnesses.

The insured shall give like notice of any claim made on account of such occurrence. If legal proceedings are begun the insured, when requested by the company, shall forward to it each paper thereon, or a copy thereof, received by the insured or the insured's representatives, together with copies of reports of investigations made by the insured with respect to such claim proceedings.

D. Assistance and Cooperation of the Insured. The insured shall be responsible for the investigation, settlement or defense of any claim made or suit brought or proceeding instituted against the insured which no underlying insurer is obligated to defend. The insured shall use due diligence and prudence to settle all such claims and suits which in the exercise of sound judgment should be settled, provided, however, that the insured shall make no settlement for any sum in excess of the retained limit without the approval of the company.

The company shall have the right and shall be given the opportunity to associate with the insured or its underlying insurers, or both, in the defense and control of any claim, suit or proceeding which involves or appears reasonably likely to involve the company and in which event the insured, such insurers and the company shall cooperate in all things in defense of such claim, suit or proceeding.

The insured shall cooperate with the underlying insurers as required by the terms of the underlying insurance and comply with all the terms and conditions thereof, and shall enforce any right of contribution or indemnity against any person or organization who may be liable to the insured because of personal injury, property damage or advertising liability with respect to which insurance is afforded under this policy or the underlying policies.

E. Appeals. In the event the insured or the insured's underlying insurer elects not to appeal a judgment in excess of the underlying limit or retained limit, the company may elect to do so at its own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto, but in no event shall the liability of the company for ultimate net loss exceed the amount herein applicable for any one occurrence plus the taxable costs, disbursements and interest incidental to such appeal.

F. Loss Payable. The company's liability under this policy with respect to any occurrence shall not attach until the amount of the applicable underlying limit has been paid by or on behalf of the insured on account of such occurrence. The insured shall make claim for any loss under this policy as soon as practicable after (a) the insured shall have paid ultimate net loss in excess of the underlying limit with respect to any occurrence or (b) the insured's obligation to pay such amounts shall have been finally determined

either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

If any subsequent payments are made by the insured on account of the same occurrence, additional claims shall be made similarly from time to time and shall be payable within 30 days after proof in conformity with this policy.

G. Bankruptcy or Insolvency. Bankruptcy or insolvency of the insured shall not relieve the company of any of its obligations hereunder.

H. Subrogation. In the event of any payment under this policy, the company shall participate with the insured and any underlying insurer in the exercise of all the insured's rights of recovery against any person or organization liable therefor. Recoveries shall be applied first to reimburse any interest (including the insured) that may have paid any amount, with respect to liability in excess of the limit of the company's liability hereunder; then to reimburse the company up to the amount paid hereunder; and lastly to reimburse such interests (including the insured), of whom this insurance is excess, as are entitled to claim the residue, if any; but a different apportionment may be made tc effect settlement of a claim by agreement signed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

I. Changes. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

J. Assignment. Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon.

K. Maintenance of Underlying Insurance. Each policy described in the declarations, including renewals or replacements thereof, shall be maintained in full effect during the currency of this policy, except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of occurrences taking place during the period of this policy. Failure of the named insured to comply with the foregoing shall not invalidate this policy but in the event of such failure, the company shall be liable only to the extent that it would have been liable had the named insured complied therewith.

The named insured shall give the company written notice as soon as practicable of any change in the scope of coverage or in the amount of limits of insurance under any underlying insurance, and of the termination of any coverage or exhaustion of aggregate limits of any underlying insurer's liability.

L. Cancelation. This policy may be canceled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancelation shall be effective. This policy may be canceled by the company by mailing to he named insured first named in the declarations at the address shown in this policy written notice stating when not less than thirty days thereafter such cancelation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancelation stated in the notice shall become the end of the policy period.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate tables and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancelation is effected or as soon as practicable after cancelation becomes effective, but payment or tender of unearned premium is not a condition of cancelation.

M. Agent for Named Insureds. If there is more than one named insured hereunder, the named insured first named in item 1 of the declarations shall be deemed to be the agent for all named insureds with respect to notice of cancelation, payment of return premium, and in all other matters pertaining to this insurance.

N. Declarations. By acceptance of this policy the named insured agrees that the statements in the application and the declarations, and in any subsequent notice relating to underlying insurance are its agreements and representations, that this policy is issued and continued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the named insured and the company or any of its agents relating to this insurance.

IN WITNESS WHEREOF, the company has caused this policy to be signed by its president and secretary but this policy shall not be valid unless completed by the attachment hereto of a declarations page and countersigned on the aforesaid declarations page by a duly authorized representative of the company.

Secretary

President

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

It is agreed that the policy does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

(a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

(b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. - As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and **"byproduct material"** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word **"injury"** or **"destruction"** includes all forms of radioactive contamination of property.

This endorsement modifies the provisions of the policy relating to Personal Injury or Property Damage Liability, but is inapplicable in the States of Maryland, New Hampshire and Vermont.

EXCLUSION OF CONTAMINATION OR POLLUTION

It is agreed that such insurance as is afforded by this policy shall not apply to personal injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

Supplementary Exclusion (Described Operations)

It is agreed that, in respect to operations described in this endorsement, if there is a discharge, dispersal, release or escape of oil or other petroleum substance or derivative (including any oil refuse or oil mixed with wastes) into or upon any watercourse or body of water, such insurance as is afforded by this policy shall not apply to personal injury or property damage arising out of such discharge, dispersal, release or escape whether or not sudden and accidental.

Description of Operations

Gas Lease Operators—natural gas

Gasoline Recovery—from casing head or natural gas

Non-operating working interests

Oil or Gas Well Shooting

Oil or Gas Wells—acidizing

Oil or Gas Wells—cementing

Oil or Gas Wells—cleaning or swabbing—by contractors

Oil or Gas Wells—drilling or redrilling, installation or recovery of casing

Oil or Gas Wells—instrument logging or survey work in wells

Oil or Gas Wells—perforating of casing

Oil Lease Operators

Oil Pipe Lines—operation, including maintenance

Oil Rig or Derrick Erecting or Dismantling—wood or metal—including construction of foundations or structures or installation of equipment

A STOCK COMPANY

A Stock Company . . . Chartered in 1916
AMERICAN UNIVERSAL INSURANCE COMPANY

144 WAYLAND AVENUE · PROVIDENCE, RHODE ISLAND 02940

Louis Levine Agency, Inc.
ALL FORMS OF *Insurance*
447-1735
203 Boston Post Rd., Waterford, Conn. 06385

POLICY NUMBER GA 78861

l	Carroll Products, Inc.,	NAME
	Mitchell Manufacturing Corp.	OF
).)	(Refer To Endorsement # 1)	INSURED
ss	Wood River Junction, Rhode Island	
m:	March 14, 1979 To: March 14, 1980	EXPIRES
:er	Connecticut Underwriters, Inc.	AGENT
ss	329 Main Street	ADDRESS
te	Portland, Connecticut 06480	

GENERAL—AUTOMOBILE LIABILITY POLICY

"the Agency of Service"
LOUIS LEVINE AGENCY, INC.
INSURANCE
203 BOSTON POST ROAD
WATERFORD, CONN. 06385
TELEPHONE 203-447-1735

YOUR Independent Insurance AGENT SERVES YOU FIRST

CARROLL PRODUCTS INC.
WOOD RIVER JUNCTION
RHODE ISLAND 02894

DATE: March 14, 1979

ACCOUNT:

PLEASE DETACH AND RETURN TOP STUB WITH PAYMENT

DATE ISSUED	TO EXPIRE	COMPANY AND POLICY NUMBER	DESCRIPTION	PREMIUM
	3/14/80	Am. Universal GA78861	Products Liability 500,000.	30,000.00

IMPORTANT: Please examine the policies listed above and notify immediately if any changes or corrections are necessary. Any policy not wanted must be returned promptly for cancellation; otherwise an earned premium will be charged by the Company for the time it was in force. Premiums are due when policies are received. Kindly make all checks payable to Louis Levine Agency, Inc. 203 Boston Post Road, Waterford, Conn. 06385.

INVOICE

E CANCELATION TABLE

Days Policy In Force	Per Cent of One Year Premium
1–5	5
6–7	6
8–9	7
10–11	8
12–13	9
14–15	10
16–17	11
18–19	12
20–21	13
22–23	14
24–25	15
26–27	16
28–29	17
30–31	18
32–33	19
34–35	20
36–37	21
38–39	22
40–41	23
42–43	24
44–45	25
46–47	26
48–49	27
50–51	28
52–53	29
54–55	30
56–57	31
58–59	32
60–61	33
62–63	34
64–65	35
66–67	36
68–69	37
70–71	38
72–73	39
74–75	40
76–77	41
78–79	42
80–81	43
82–83	44
84–85	45
86–87	46
88–89	47
90–91	48
92–93	49
94–95	50
96–97	51
98–99	52
100	

TH A TERM OTHER THAN 12 MONTHS

n force for 12 months or less, apply the table for annual policies to the full annined as for a policy written for a term

force for more than 12 months:

nnual premium as for a policy written e year.

ium from the full policy premium, and on culate the pro rata earned premium on the o of the length of time beyond one year en in force to the length of time beyond h the policy was originally written.

duced in accordance with items (1) and (2) premium during full period policy has been

GENERAL—AUTOMOBILE LIABILITY POLICY

Part Two. This Declarations page and Coverage Part(s) with "Policy Provisions-Part One" completes the below numbered

Item	DECLARATIONS	POLICY NUMBER GA 78861
1.	Named Insured	Carroll Products, Inc., Mitchell Manufacturing Corp. (Refer To Endorsement # 1)
	ADDRESS: (Number & Street, Town, County, State & Zip No.)	Wood River Junction, Rhode Island 02894
	Occupation or Business	
2.	Policy Period: 12:01 A. M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN. From:	March 14, 1979 To: March 14, 1980
	REPRESENTATIVE: Agent or Broker	Connecticut Underwriters, Inc.
	Office Address	329 Main Street
	Town and State	Portland, Connecticut 06480

A Stock Company . . . Chartered in 1916

AMERICAN UNIVERSAL INSURANCE COMPANY

144 WAYLAND AVENUE - PROVIDENCE, RHODE ISLAND 02940

3. The insurance afforded is only with respect to such of the following Parts designated by an "X" in ☒ and Coverages therein as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

	LIMITS OF LIABILITY		ADVANCE PREMIUM
Comprehensive General Liability Insurance ☐			
Owners', Landlords' and Tenants' Liability Insurance ☐			
Manufacturers' and Contractors' Liability Insurance ☐			
Contractual Liability Insurance ☐			
Completed Operations and Products Liability Insurance XX	EACH OCCURRENCE	AGGREGATE	
Bodily Injury Liability	$ Refer To CSL	$ Form 1100/1	$ 30,000.00
Property Damage Liability	$	$	$ incl.
	EACH PERSON	EACH ACCIDENT	
Premises Medical Payments Insurance ☐	$	$	$
Comprehensive Personal Insurance ☐			
Farmer's Comprehensive Personal Insurance ☐	EACH PERSON	EACH OCCURRENCE	EACH ACCIDENT
Personal Liability	XXXXXX	$ XXXXXX	XXXXXX
Personal Medical Payments	$ YYYXXX	$	$ XXXXXX $
			$100 each animal $

ENDORSEMENT attached to and forming part of Policy No. GA 78861

of AMERICAN UNIVERSAL INSURANCE COMPANY

Issued to Carroll Products, Inc.

RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT

In order to comply with the Resident Agents Laws of the State of Rhode Island the countersignature hereto is to be considered the valid countersignature to the undermentioned policy, insofar as it concerns that portion of the risk in said state.

Premium for State of Rhode Island $30,000.00

Dated February 21, 1979

ASSURERS' SERVICE, INC.

PAUL J. JAESCHKE

By

3533-Rev. 5/70

**ABSENCE OF AN ENTRY MEANS "NO EXCEPTION".

applicable in Texas

Countersigned by John B Gault

PRESIDENT - ASST. SECR. Authorized Representative

Form No. L40500 Ed. 10-1-66 Rev. 1-1-73

ENDORSEMENT

NOT VALID UNLESS SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY

Date and Place of Issue

Effective From *(Standard Time as stated in Policy)* | Amending Policy No.

Issued To

by

(The information provided for above is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

Add'l / Ret. Premium $ _____

ENDORSEMENT # 1

NAMED INSURED

Carroll Products, Inc.,
Mitchell Manufacturing Corp.,
Wood River Chemical, Inc.,
Talb Industries, Agency Realty & Mortgage, Inc.

This endorsement is subject to all the agreements, conditions and exclusions of the policy unless such agreements, conditions and exclusions are expressly modified or expressly eliminated hereby.

3504 BE-S

AMERICAN UNIVERSAL INSURANCE COMPANY
John B. Board
Authorized Representative

more individual Coverage Parts and a Contractual Liability Coverage Part apply to the same **Occurrence** shall not exceed the sum of _____ Dollars ($_____).

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as stated above.

Form 1100/1 (Revised 8/78)-EMCO F5813

AMERICAN UNIVERSAL INSURANCE COMPANY
John B. Board
AUTHORIZED REPRESENTATIVE

of the deductible amount.

4. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the **named insured** shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

5. The following clause(s) applicable only if an "x" is inserted in the box shown in front of A or B below:-

☐ A. The deductible amount shall also include all expenses incurred in the investigation and negotiation in the settlement of any claim.

☐ B. The Insured's liability under this endorsement shall not exceed _____ Dollars ($) in the aggregate during any one policy period.

ENDORSEMENT

NOT VALID UNLESS SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY

Date and Place of Issue

Effective From *(Standard Time as stated in Policy)* | Amending Policy No.

Issued To

by

(The information provided for above is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

ENDORSEMENT NO. 2

WORLD WIDE COVERAGE-FORM B.
NAMED INSURED'S PRODUCTS

It is agreed that such coverage as is afforded under this policy for Bodily Injury Liability and Property Damage Liability shall also apply to Bodily Injury or Property Damage which occurs, during the policy period, outside the policy territory provided:-

(a) such bodily injury or property damage is included within the Products Hazard and:-

(b) the original suit for such bodily injury or property damage is brought within the policy territory.

This endorsement is subject to all the agreements, conditions and exclusions of the policy unless such agreements, conditions and exclusions are expressly modified or expressly eliminated hereby.

AMERICAN UNIVERSAL INSURANCE COMPANY

1108B - 10/76

By John B Gould
Authorized Representative

more individual Coverage Parts and a Contractual Liability Coverage Part apply to the same **Occurrence** shall not exceed the sum of _____ Dollars ($_____).

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as stated above.

AMERICAN UNIVERSAL INSURANCE COMPANY

By John B Gould

Form 1100/1 (Revised 8/78)-EMCO F5813

of the deductible amount.

4. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the **named insured** shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

5. The following clause(s) applicable only if an "x" is inserted in the box shown in front of A or B below:-

☐ A. The deductible amount shall also include all expenses incurred in the investigation and negotiation in the settlement of any claim.

☐ B. The Insured's liability under this endorsement shall not exceed _____ Dollars ($) in the aggregate during any one policy period.

ENDORSEMENT

NOT VALID UNLESS SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY

Date and Place of Issue

Effective From *(Standard Time as stated in Policy)* | **Amending Policy No.**

Issued To

by

(The information provided for above is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

COMBINED SINGLE LIMIT

(Bodily Injury and Property Damage Liability)

Individual Coverage Aggregate Limit

I. The total liability of the Company for all damages because of **Bodily Injury, Property Damage,** or any combination thereof, as a result of any one **Occurrence** shall not exceed the sum of Five Hundred Thousand Dollars ($500,000.00).

* _____ *

Clause I I to be completed if one or more individual coverages are subject to Aggregate Limit of Liability.

I I. Subject to the limit stated in Clause I for an **Occurrence,** the total liability of the Company in the Aggregate, where applicable, for all damages because of **Bodily Injury, Property Damage,** or any combination thereof shall not exceed the sum of Five Hundred Thousand Dollars ($500,000.00).

* _____ *

Clause I I I to be completed if a Contractual Liability Coverage Part is used with one or more individual Coverage Parts.

I I I. The total liability of the Company for all damages because of **Bodily Injury, Property Damage,** or any combination thereof as a result of any one **Occurrence** when one or more individual Coverage Parts and a Contractual Liability Coverage Part apply to the same **Occurrence** shall not exceed the sum of _____ Dollars ($_____).

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as stated above.

AMERICAN UNIVERSAL INSURANCE COMPANY

John B Board

Form 1100/1 (Revised 8/78)-EMCO F5813

of the deductible amount.

4. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the **named insured** shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.

5. The following clause(s) applicable only if an "x" is inserted in the box shown in front of A or B below:-

☐ A. The deductible amount shall also include all expenses incurred in the investigation and negotiation in the settlement of any claim.

☐ B. The Insured's liability under this endorsement shall not exceed _____ Dollars ($_____) in the aggregate during any one policy period.

LIABILITY

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

This endorsement, effective (12:01 A. M., standard time) forms a part of policy No.

issued to

by

[illegible] INSURANCE COMPANY
John B. Daub
Authorized Representative
[illegible] SECRETARY

SCHEDULE

Amount and Basis of Deductible		Coverage
$ 500.00	per claim	**Bodily Injury Liability**
$ ------	per occurrence	
$ 500.00	per claim	**Property Damage Liability**
$ ------	per occurrence	
$ ------	per claim	**Combined Single Limit — Bodily Injury and/or Property Damage**
$ ------	per occurrence	

APPLICATION OF ENDORSEMENT (Enter here any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to all loss however caused):—

It is agreed that:

1. The Company's obligation under the **Bodily Injury Liability and Property Damage Liability Coverages, or any combination thereof,** to pay damages on behalf of the **insured** applies only to the amount of damages in excess of any deductible amount(s) stated in the schedule above as applicable to such coverages.
2. The deductible amount(s) stated in the schedule apply as follows:
   (a) **PER CLAIM BASIS**—If the deductible is on a "**per claim**" basis, the deductible amount applies under the **Bodily Injury Liability or Property Damage Liability Coverage, or any combination thereof,** to all damages because of **bodily injury** sustained by one person, or to all **property damage** sustained by one person or organization, as the result of any one **occurrence.**
   (b) **PER OCCURRENCE BASIS**—If the deductible is on a "**per occurrence**" basis, the deductible amount applies under the **Bodily Injury Liability or Property Damage Liability Coverage, or any combination thereof,** to all damages because of all **bodily injury** or **property damage** as the result of any one **occurrence.**
3. The terms of the policy, including those with respect to (a) the company's rights and duties with respect to the defense of suits and (b) the **insured's** duties in the event of an **occurrence** apply irrespective of the application of the deductible amount.
4. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the **named insured** shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.
5. The following clause(s) applicable only if an "x" is inserted in the box shown in front of A or B below:-

☐ A. The deductible amount shall also include all expenses incurred in the investigation and negotiation in the settlement of any claim.

☐ B. The Insured's liability under this endorsement shall not exceed _____ Dollars ($) in the aggregate during any one policy period.

SCHEDULE For attachment to Policy No. GA 78861 , to complete said policy.

GENERAL LIABILITY HAZARDS						
DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASES	RATES		ADVANCE PREMIUM	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
Completed Operations		(a) Receipts	(a) Per $1,000 of Receipts			
Products		(b) Sales	(b) Per $1,000 of Sales		MINIMUM & DEPOSIT	
Chemicals - Mfg. - N.O.C.	28905s	b) 1,250,000	b) 10.00	incl.	$30,000.	incl.
				Total Advance B.I. and P.D. Premiums	$30,000.	incl.
				Total Advance Premium		$30,000.

When used as a premium basis:

"**receipts**" means the gross amount of money charged by the **named insured** for such operations by the **named insured** or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the **named insured** collects as a separate item and remits directly to a governmental division;

"**sales**" means the gross amount of money charged by the **named insured** or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the **named insured** and such others collect as a separate item and remit directly to a governmental division.

I. **COVERAGE A—BODILY INJURY LIABILITY**
COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as damages because of

Coverage A. **bodily injury** or
Coverage B. **property damage**

to which this insurance applies, caused by an **occurrence**, if the **bodily injury** or **property damage** is included within the **completed operations hazard** or the **products hazard**, and the company shall have the right and duty to defend any suit against the **insured** seeking damages on account of such **bodily injury** or **property damage**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to liability assumed by the **insured** under any contract or agreement; but this exclusion does not apply to a warranty of fitness or quality of the **named insured's products** or a warranty that work performed by or on behalf of the **named insured** will be done in a workmanlike manner;

(b) to **bodily injury** or **property damage** for which the **insured** may be held liable
(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
(2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed
(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;
but part (ii) of this exclusion does not apply with respect to liability of the **insured** as an owner or lessor described in (2) above;

(c) to any obligation for which the **insured** or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(d) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured** or to any obligation of the **insured** to indemnify another because of damages arising out of such injury;

(e) to loss of use of tangible property which has not been physically injured or destroyed resulting from
(1) a delay in or lack of performance by or on behalf of the **named insured** of any contract or agreement, or
(2) the failure of the **named insured's products** or work performed by or on behalf of the **named insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **named insured**;
but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **named insured's products** or work performed by or on behalf of the **named insured** after such products or work have been put to use by any person or organization other than an **insured**;

(f) to **property damage** to the **named insured's products** arising out of such products or any part of such products;

(g) to **property damage** to work performed by or on behalf of the **named insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(h) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the **named insured's products** or work completed by or for the **named insured** or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

(i) to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

II. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

(a) if the **named insured** is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the **named insured** with respect to the conduct of such a business;

(b) if the **named insured** is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the **named insured** is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the **named insured**) or organization while acting as real estate manager for the **named insured.**

This insurance does not apply to **bodily injury** or **property damage** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured.**

III. LIMITS OF LIABILITY

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, or (3) claims made or suits brought on account of **bodily injury** or **property damage**, the company's liability is limited as follows:

Coverage A—The total liability of the company for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one or more persons as the result of any one **occurrence** shall not exceed the limit of **bodily injury** liability stated in the declarations as applicable to "each **occurrence**".

Subject to the above provision respecting "each **occurrence**", the total liability of the company for all damages because of all **bodily injury** to which this coverage applies shall not exceed the limit of **bodily injury** liability stated in the declarations as "aggregate".

Coverage B—The total liability of the company for all damages because of all **property damage** sustained by one or more persons or organizations as the result of any one **occurrence** shall not exceed the limit of **property damage** liability stated in the declarations as applicable to "each **occurrence**".

Subject to the above provision respecting "each **occurrence**", the total liability of the company for all damages because of all **property damage** to which this coverage applies shall not exceed the limit of **property damage** liability stated in the declarations as "aggregate".

Coverages A and B—For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence.**

IV. POLICY TERRITORY

This insurance applies only to **bodily injury** or **property damage** which occurs within the **policy territory.**

integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the **named insured** or by others trading under his name, including any container thereof (other than a vehicle), but **"named insured's products"** shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the **insured**;

"policy territory" means:

(1) the United States of America, its territories or possessions, or Canada, or

(2) international waters or air space, provided the **bodily injury** or **property damage** does not occur in the course of travel or transportation to or from any other country, state or nation, or

(3) anywhere in the world with respect to damages because of **bodily injury** or **property damage** arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes **bodily injury** and **property damage** arising out of the **named insured's products** or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs away from premises owned by or rented to the **named insured** and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and **property damage** to any other property at any time resulting therefrom. "Underground property damage" means **property damage** to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The **underground property damage hazard** does not include **property damage** (1) arising out of operations performed for the **named insured** by independent contractors, or (2) included within the **completed operations hazard**, or (3) for which liability is assumed by the **insured** under an **incidental contract.**

Conditions

1. Premium. All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the **named insured**, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the **named insured** the unearned portion paid by the **named insured.**

The **named insured** shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. Inspection and Audit. The company shall be permitted but not obligated to inspect the **named insured's** property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **named insured** or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the **named insured's** books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. Financial Responsibility Laws. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The **insured** agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. Insured's Duties in the Event of Occurrence, Claim or Suit.

(a) In the event of an **occurrence**, written notice containing particulars sufficient to identify the **insured** and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the **insured** to the company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the **insured**, the **insured** shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

(c) The **insured** shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **insured** because of injury or damage with respect to which insurance is afforded under this policy; and the **insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. Action Against Company. No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the **insured's** obligation to pay shall have been finally determined either by judgment against the **insured** after actual trial or by written agreement of the **insured**, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the **insured** to determine the **insured's** liability, nor shall the company be impleaded by the **insured** or his legal representative. Bankruptcy or insolvency of the **insured** or of the **insured's** estate shall not relieve the company of any of its obligations hereunder.

6. Other Insurance. The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the **insured** has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. Subrogation. In the event of any payment under this policy, the company shall be subrogated to all the **insured's** rights of recovery therefor against any person or organization and the **insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **insured** shall do nothing after loss to prejudice such rights.

8. Changes. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by a duly authorized representative of the company.

9. Assignment. Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the **named insured** shall

TABLE

Per Cent of One Year Premium

53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

MONTHS

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policy written

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tems (1) and (2) policy has been

die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

10. Three Year Policy. If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. Cancellation. This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. Declarations. By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

IN WITNESS WHEREOF, the company has caused this policy to be signed by its president and secretary but this policy shall not be valid unless completed by the attachment hereto of a declarations page designated as Part Two and Coverage Part(s) and countersigned on the aforesaid declarations page by a duly authorized representative of the company.

William E Sliney Secretary

President

This endorsement modifies the provisions of the policy relating to **ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.**

Nuclear Energy Liability Exclusion Endorsement--Broad Form

It is agreed that:

I. The policy does not apply:

A. Under any Liability Coverage, to **bodily injury** or **property damage**

(1) with respect to which an **insured** under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the **hazardous properties** of **nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties** of **nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.

C. Under any Liability Coverage, to **bodily injury** or **property damage** resulting from the **hazardous properties** of **nuclear material**, if

(1) the **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured** or (b) has been discharged or dispersed therefrom;

(2) the **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured**; or

(3) the **bodily injury** or **property damage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means **source material, special nuclear material** or **byproduct material**;

"source material", "special nuclear material", and **"byproduct material"** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

"waste" means any waste material (1) containing **byproduct material** and (2) resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any **nuclear reactor**,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **spent fuel**, or (3) handling, processing or packaging **waste**,

(c) any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

NEW YORK—It is agreed that the provisions of the "Nuclear Energy Liability Exclusion Endorsement—Broad Form", printed above, does not apply in New York with respect to any Automobile Bodily Injury Liability and Automobile Property Damage Liability coverage afforded by this policy.

A STOCK COMPANY

A Stock Company . . . Chartered in 1916
AMERICAN UNIVERSAL INSURANCE COMPANY

144 WAYLAND AVENUE · PROVIDENCE, RHODE ISLAND 02940

LOUIS LEVINE AGENCY INC.
INSURANCE
203 BOSTON POST RD.
WATERFORD, CONN. 06385
447-1735

POLICY NUMBER **GA** 78931

Carroll Products, Inc.,
Mitchell Manufacturing Corporation
(Refer To Endorsement # 1)
Wood River Junction, Rhode Island 02894

NAME OF INSURED

March 14, 1980 To: March 14, 1981

EXPIRES

Connecticut Underwriters, Inc.
329 Main Street
Portland, Connecticut 06480

AGENT ADDRESS

GENERAL—AUTOMOBILE LIABILITY POLICY

A Stock Company . . . Chartered in 1916
AMERICAN UNIVERSAL INSURANCE COMPANY

144 WAYLAND AVENUE · PROVIDENCE, RHODE ISLAND 02940

PLEASE NOTE
All accidents, occurrences or losses must be reported to the Company or its authorized representatives, in accordance with the Policy Conditions.

THE INSURED IS REQUESTED TO READ THIS DOCUMENT, AND IF INCORRECT RETURN IT, IMMEDIATELY FOR ALTERATION.

SHORT RATE CANCELATION TABLE

Days Policy In Force	Per Cent of One Year Premium	Days Policy In Force	Per Cent of One Year Premium
1	5	154–156	53
2	6	157–160	54
3–4	7	161–164	55
5–6	8	165–167	56
7–8	9	168–171	57
9–10	10	172–175	58
11–12	11	176–178 (6 mos.)	59
13–14	12	179–182	60
15–16	13	183–187	61
17–18	14	188–191	62
19–20	15	192–196	63
21–22	16	197–200	64
23–25	17	201–205	65
26–29	18	206–209	66
30–32 (1 mo.)	19	210–214 (7 mos.)	67
33–36	20	215–218	68
37–40	21	219–223	69
41–43	22	224–228	70
44–47	23	229–232	71
48–51	24	233–237	72
52–54	25	238–241	73
55–58	26	242–246 (8 mos.)	74
59–62 (2 mos.)	27	247–250	75
63–65	28	251–255	76
66–69	29	256–260	77
70–73	30	261–264	78
74–76	31	265–269	79
77–80	32	270–273 (9 mos.)	80
81–83	33	274–278	81
84–87	34	279–282	82
88–91 (3 mos.)	35	283–287	83
92–94	36	288–291	84
95–98	37	292–296	85
99–102	38	297–301	86
103–105	39	302–305 (10 mos.)	87
106–109	40	306–310	88
110–113	41	311–314	89
114–116	42	315–319	90
117–120	43	320–323	91
121–124 (4 mos.)	44	324–328	92
125–127	45	329–332	93
128–131	46	333–337 (11 mos.)	94
132–135	47	338–342	95
136–138	48	343–346	96
139–142	49	347–351	97
143–146	50	352–355	98
147–149	51	356–360	99
150–153 (5 mos.)	52	361–365 (12 mos.)	100

FOR POLICIES WITH A TERM OTHER THAN 12 MONTHS

A. If policy has been in force for 12 months or less, apply the standard short rate table for annual policies to the full annual premium determined as for a policy written for a term of one year.

B. If policy has been in force for more than 12 months:

1. Determine full annual premium as for a policy written for a term of one year.
2. Deduct such premium from the full policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in force to the length of time beyond one year for which the policy was originally written.
3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period policy has been in force.

AMERICAN UNIVERSAL INSURANCE COMPANY

(A stock insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

Supplementary Payments

The company will pay, in addition to the applicable limit of liability:

(a) all expenses incurred by the company, all costs taxed against the **insured** in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the **insured** because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed $250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

(c) expenses incurred by the **insured** for first aid to others at the time of an accident, for **bodily injury** to which this policy applies;

(d) reasonable expenses incurred by the **insured** at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed $25 per day.

Definitions

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include **mobile equipment;**

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"collapse hazard" includes "structural property damage" as defined herein and **property damage** to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The **collapse hazard** does not include **property damage** (1) arising out of operations performed for the **named insured** by independent contractors, or (2) included within the **completed operations hazard** or the **underground property damage hazard,** or (3) for which liability is assumed by the **insured** under an **incidental contract;**

"completed operations hazard" includes **bodily injury** and **property damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **named insured.** "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

(1) when all operations to be performed by or on behalf of the **named insured** under the contract have been completed,

(2) when all operations to be performed by or on behalf of the **named insured** at the site of the operations have been completed, or

(3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of

(a) operations in connection with the transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof,

(b) the existence of tools, uninstalled equipment or abandoned or unused materials, or

(c) operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an **automobile** servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"explosion hazard" includes **property damage** arising out of blasting or explosion. The **explosion hazard** does not include **property damage** (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the **named insured** by independent contractors, or (3) included within the **completed operations hazard** or the **underground property damage hazard,** or (4) for which liability is assumed by the **insured** under an **incidental contract;**

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) **elevator** maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each **insured** against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the **named insured,** including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an

...on with the... any **nuclear** ...tes of America, ...3) applies only

...nuclear reactor" means any apparatus designed... fission in a self-supporting chain reaction or to ... fissionable material;

"property damage" includes all forms of radioactive c...

...rgy Liability Exclusion Endorsement—Broad Form", printed above, does not ...perty Damage Liability coverage afforded by this policy.

COUNTERSIGNATURE DATE	RENEWAL OR REPLACEMENT NO.
RL/dad 3/24/80	GA 78861

GENERAL—AUTOMOBILE LIABILITY POLICY

Part Two. This Declarations page and Coverage Part(s) with "Policy Provisions-Part One" completes the below numbered

Item	DECLARATIONS	POLICY NUMBER GA 78931
1.	Named Insured	Carroll Products, Inc.,
	ADDRESS: (Number & Street, Town, County, State & Zip No.)	Mitchell Manufacturing Corporation (Refer To Endorsement # 1) Wood River Junction, Rhode Island 02894
	Occupation or Business	
2.	Policy Period: 12:01 A. M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN. From:	March 14, 1980 To: March 14, 1981
	REPRESENTATIVE: Agent or Broker	Connecticut Underwriters, Inc.
	Office Address	329 Main Street
	Town and State	Portland, Connecticut 06480

A Stock Company . . . Chartered in 1916.
AMERICAN UNIVERSAL INSURANCE COMPANY

144 WAYLAND AVENUE · PROVIDENCE, RHODE ISLAND 02940

3. The insurance afforded is only with respect to such of the following Parts designated by an "X" in ☒ and Coverages therein as are indicated by specific premium charge or charges. The limit of the company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

	LIMITS OF LIABILITY		ADVANCE PREMIUM
Comprehensive General Liability Insurance ☐			
Owners', Landlords' and Tenants' Liability Insurance ☐			
Manufacturers' and Contractors' Liability Insurance ☐			
Contractual Liability Insurance ☐			
Completed Operations and Products Liability Insurance ☒	EACH OCCURRENCE	AGGREGATE	
Bodily Injury Liability	$ Refer To C.S.L.	$ Form # 1100/1	$16,000.00
Property Damage Liability	$	$	$ Incl.
	EACH PERSON	EACH ACCIDENT	

ENDORSEMENT attached to and forming part of Policy No. GA 78931
of **AMERICAN UNIVERSAL INSURANCE COMPANY**

Issued to Carroll Products, Inc., Etal

RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT

In order to comply with the Resident Agents Laws of the State of Rhode Island the countersignature hereto is to be considered the valid countersignature to the undermentioned policy, insofar as concerns that portion of the risk in said state.

Premium for State of Rhode Island $ 16,000.00

ASSURERS' SERVICE, INC.
PAUL J. JAESCHKE
By

Dated March 24, 19 80

3533-Rev. 5/70 RL/dad

000.00

in installments, premium is payable: On effective date of policy

Audit Period: Annual, unless otherwise stated.** Annual

4. The **named insured** is: individual ; partnership ; corporation X ;
joint venture ; other

5. During the past three years no insurer has cancelled insurance, issued to the **named insured**, similar to that afforded hereunder, unless otherwise stated herein:**

**ABSENCE OF AN ENTRY MEANS "NO EXCEPTION". † Not applicable in Texas

Countersigned by _____
Authorized Representative

Form No. L4050D Ed. 10-1-66 Rev. 1-1-73

ENDORSEMENT

NOT VALID UNLESS SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY

Date and Place of Issue
6/3/81

Effective From *(Standard Time as stated in Policy)*	Amending Policy No.
March 14, 1980	GA 78931

Issued To
Carroll Products, Inc., Etal

by
American Universal Insurance Company

(The information provided for above is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

Endorsement No. 2 Add'l / Ret. Premium $ Nil

It is hereby understood and agreed that coverage as is afforded under this policy shall not apply to the Schuylkill, Pennsylvania Location.

RL/ab

This endorsement is subject to all the agreements, conditions and exclusions of the policy unless such agreements, conditions and exclusions are expressly modified or expressly eliminated hereby.

AMERICAN UNIVERSAL INSURANCE COMPANY

By
PRESIDENT - VICE PRESIDENT - ASS'T SECRETARY
Authorized Representative

3504 BE-S

ENDORSEMENT

NOT VALID UNLESS SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY

Date and Place of Issue

Effective From *(Standard Time as stated in Policy)* | Amending Policy No.

Issued To

by

(The information provided for above is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

Endorsement No. 1

Add'l / Ret. Premium $ _____

NAMED INSURED

Carroll Products, Inc.,
Mitchell Manufacturing Corporation,
Wood River Chemical, Inc.,
Talb Industries, Agency Realty & Mortgage, Inc.

This endorsement is subject to all the agreements, conditions and exclusions of the policy unless such agreements, conditions and exclusions are expressly modified or expressly eliminated hereby.

3504 BE-S

Authorized Representative

ENDORSEMENT

NOT VALID UNLESS SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY

Date and Place of Issue

Effective From *(Standard Time as stated in Policy)* | **Amending Policy No.**

Issued To

by

(The information provided for above is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

ENDORSEMENT NO._____

WORLD WIDE COVERAGE-FORM B.
NAMED INSURED'S PRODUCTS

It is agreed that such coverage as is afforded under this policy for Bodily Injury Liability and Property Damage Liability shall also apply to Bodily Injury or Property Damage which occurs, during the policy period, outside the policy territory provided:-

(a) such bodily injury or property damage is included within the Products Hazard and:-

(b) the original suit for such bodily injury or property damage is brought within the policy territory.

This endorsement is subject to all the agreements, conditions and exclusions of the policy unless such agreements, conditions and exclusions are expressly modified or expressly eliminated hereby.

1108B - 10/76

Authorized Representative

ENDORSEMENT

NOT VALID UNLESS SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY

Date and Place of Issue

Effective From *(Standard Time as stated in Policy)* | **Amending Policy No.**

Issued To

by

(The information provided for above is required to be stated only when this endorsement is issued for attachment to the policy subsequent to its effective date.)

COMBINED SINGLE LIMIT

(Bodily Injury and Property Damage Liability)

Individual Coverage Aggregate Limit

I. The total liability of the Company for all damages because of **Bodily Injury**, **Property Damage**, or any combination thereof, as a result of any one **Occurrence** shall not exceed the sum of Five Hundred Thousand Dollars ($ 500,000.00).

* ——————————— *

Clause I I to be completed if one or more individual coverages are subject to Aggregate Limit of Liability.

I I. Subject to the limit stated in Clause I for an **Occurrence**, the total liability of the Company in the Aggregate, where applicable, for all damages because of **Bodily Injury**, **Property Damage**, or any combination thereof shall not exceed the sum of Five Hundred Thousand Dollars ($ 500,000.00).

* ——————————— *

Clause I I I to be completed if a Contractual Liability Coverage Part is used with one or more individual Coverage Parts.

I I I. The total liability of the Company for all damages because of **Bodily Injury**, **Property Damage**, or any combination thereof as a result of any one **Occurrence** when one or more individual Coverage Parts and a Contractual Liability Coverage Part apply to the same **Occurrence** shall not exceed the sum of _____ Dollars ($_____).

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as stated above.

_____

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

LIABILITY

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE
OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

This endorsement, effective (12:01 A. M., standard time) forms a part of policy No.

issued to

by

.....
Authorized Representative

SCHEDULE

Amount and Basis of Deductible	Coverage
$ 5,000.00 per claim $ -------- per occurrence	**Bodily Injury Liability**
$ 5,000.00 per claim $ -------- per occurrence	**Property Damage Liability**
$ -------- per claim $ -------- per occurrence	**Combined Single Limit — Bodily Injury and/or Property Damage**

APPLICATION OF ENDORSEMENT (Enter here any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to all loss however caused):—

It is agreed that:

1. The Company's obligation under the **Bodily Injury Liability and Property Damage Liability Coverages, or any combination thereof,** to pay damages on behalf of the **insured** applies only to the amount of damages in excess of any deductible amount(s) stated in the schedule above as applicable to such coverages.
2. The deductible amount(s) stated in the schedule apply as follows:
   (a) **PER CLAIM BASIS**—If the deductible is on a "**per claim**" basis, the deductible amount applies under the **Bodily Injury Liability or Property Damage Liability Coverage, or any combination thereof,** to all damages because of **bodily injury** sustained by one person, or to all **property damage** sustained by one person or organization, as the result of any one **occurrence.**
   (b) **PER OCCURRENCE BASIS**—If the deductible is on a "**per occurrence**" basis, the deductible amount applies under the **Bodily Injury Liability or Property Damage Liability Coverage, or any combination thereof,** to all damages because of all **bodily injury** or **property damage** as the result of any one **occurrence.**
3. The terms of the policy, including those with respect to (a) the company's rights and duties with respect to the defense of suits and (b) the **insured's** duties in the event of an **occurrence** apply irrespective of the application of the deductible amount.
4. The company may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, the **named insured** shall promptly reimburse the company for such part of the deductible amount as has been paid by the company.
5. The following clause(s) applicable only if an "x" is inserted in the box shown in front of A or B below:-

☐ A. The deductible amount shall also include all expenses incurred in the investigation and negotiation in the settlement of any claim.

☐ B. The Insured's liability under this endorsement shall not exceed _____ Dollars ($) in the aggregate during any one policy period.

COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE COVERAGE PART

SCHEDULE For attachment to Policy No. GA 78931 , to complete said policy.

GENERAL LIABILITY HAZARDS						
DESCRIPTION OF HAZARDS	**CODE NO.**	**PREMIUM BASES**	**RATES**		**ADVANCE PREMIUM**	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
Completed Operations		(a) Receipts	(a) Per $1,000 of Receipts			
Products		(b) Sales	(b) Per $1,000 of Sales		MINIMUM & DEPOSIT	
Chemicals - Mfg. - N.O.C.	28905s	b) 2,000,000	b)8.00	Incl.	$16,000.	Incl.
				Total Advance B.I. and P.D. Premiums	$16,000.	Incl.
				Total Advance Premium		$16,000.

When used as a premium basis:

"receipts" means the gross amount of money charged by the **named insured** for such operations by the **named insured** or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the **named insured** collects as a separate item and remits directly to a governmental division;

"sales" means the gross amount of money charged by the **named insured** or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the **named insured** and such others collect as a separate item and remit directly to a governmental division.

I. COVERAGE A—BODILY INJURY LIABILITY
COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as damages because of

Coverage A. **bodily injury** or
Coverage B. **property damage**

to which this insurance applies, caused by an **occurrence**, if the **bodily injury** or **property damage** is included within the **completed operations hazard** or the **products hazard**, and the company shall have the right and duty to defend any suit against the **insured** seeking damages on account of such **bodily injury** or **property damage**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to liability assumed by the **insured** under any contract or agreement; but this exclusion does not apply to a warranty of fitness or quality of the **named insured's products** or a warranty that work performed by or on behalf of the **named insured** will be done in a workmanlike manner;

(b) to **bodily injury** or **property damage** for which the **insured** may be held liable
(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
(2) if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed
(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
(ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;
but part (ii) of this exclusion does not apply with respect to liability of the **insured** as an owner or lessor described in (2) above;

(c) to any obligation for which the **insured** or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(d) to **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured** or to any obligation of the **insured** to indemnify another because of damages arising out of such injury;

(e) to loss of use of tangible property which has not been physically injured or destroyed resulting from
(1) a delay in or lack of performance by or on behalf of the **named insured** of any contract or agreement, or
(2) the failure of the **named insured's products** or work performed by or on behalf of the **named insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **named insured**;
but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **named insured's products** or work performed by or on behalf of the **named insured** after such products or work have been put to use by any person or organization other than an **insured**;

(f) to **property damage** to the **named insured's products** arising out of such products or any part of such products;

(g) to **property damage** to work performed by or on behalf of the **named insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(h) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the **named insured's products** or work completed by or for the **named insured** or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

(i) to **bodily injury** or **property damage** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

II. PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

(a) if the **named insured** is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the **named insured** with respect to the conduct of such a business;

(b) if the **named insured** is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the **named insured** is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the **named insured**) or organization while acting as real estate manager for the **named insured**.

This insurance does not apply to **bodily injury** or **property damage** arising out of the conduct of any partnership or joint venture of which the **insured** is a partner or member and which is not designated in this policy as a **named insured**.

III. LIMITS OF LIABILITY

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, or (3) claims made or suits brought on account of **bodily injury** or **property damage**, the company's liability is limited as follows:

Coverage A—The total liability of the company for all damages, including damages for care and loss of services, because of **bodily injury** sustained by one or more persons as the result of any one **occurrence** shall not exceed the limit of **bodily injury** liability stated in the declarations as applicable to "each **occurrence**".

Subject to the above provision respecting "each **occurrence**", the total liability of the company for all damages because of all **bodily injury** to which this coverage applies shall not exceed the limit of **bodily injury** liability stated in the declarations as "aggregate".

Coverage B—The total liability of the company for all damages because of all **property damage** sustained by one or more persons or organizations as the result of any one **occurrence** shall not exceed the limit of **property damage** liability stated in the declarations as applicable to "each **occurrence**".

Subject to the above provision respecting "each **occurrence**", the total liability of the company for all damages because of all **property damage** to which this coverage applies shall not exceed the limit of **property damage** liability stated in the declarations as "aggregate".

Coverages A and B—For the purpose of determining the limit of the company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**.

IV. POLICY TERRITORY

This insurance applies only to **bodily injury** or **property damage** which occurs within the **policy territory**.

integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1. of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the **named insured** or by others trading under his name, including any container thereof (other than a vehicle), but **"named insured's products"** shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the **insured**;

"policy territory" means:

(1) the United States of America, its territories or possessions, or Canada, or

(2) international waters or air space, provided the **bodily injury** or **property damage** does not occur in the course of travel or transportation to or from any other country, state or nation, or

(3) anywhere in the world with respect to damages because of **bodily injury** or **property damage** arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes **bodily injury** and **property damage** arising out of the **named insured's products** or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs away from premises owned by or rented to the **named insured** and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and **property damage** to any other property at any time resulting therefrom. "Underground property damage" means **property damage** to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The **underground property damage hazard** does not include **property damage** (1) arising out of operations performed for the **named insured** by independent contractors, or (2) included within the **completed operations hazard**, or (3) for which liability is assumed by the **insured** under an **incidental contract**.

Conditions

1. Premium. All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the **named insured**, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the **named insured** the unearned portion paid by the **named insured**.

The **named insured** shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

2. Inspection and Audit. The company shall be permitted but not obligated to inspect the **named insured's** property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **named insured** or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the **named insured's** books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. Financial Responsibility Laws. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for **bodily injury** liability or for **property damage** liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The **insured** agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4. Insured's Duties in the Event of Occurrence, Claim or Suit.

(a) In the event of an **occurrence**, written notice containing particulars sufficient to identify the **insured** and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the **insured** to the company or any of its authorized agents as soon as practicable.

(b) If claim is made or suit is brought against the **insured**, the **insured** shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

(c) The **insured** shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **insured** because of injury or damage with respect to which insurance is afforded under this policy; and the **insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. Action Against Company. No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the **insured's** obligation to pay shall have been finally determined either by judgment against the **insured** after actual trial or by written agreement of the **insured**, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the **insured** to determine the **insured's** liability, nor shall the company be impleaded by the **insured** or his legal representative. Bankruptcy or insolvency of the **insured** or of the **insured's** estate shall not relieve the company of any of its obligations hereunder.

6. Other Insurance. The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the **insured** has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7. Subrogation. In the event of any payment under this policy, the company shall be subrogated to all the **insured's** rights of recovery therefor against any person or organization and the **insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **insured** shall do nothing after loss to prejudice such rights.

8. Changes. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by a duly authorized representative of the company.

9. Assignment. Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the **named insured** shall

die, such insurance as is afforded by this policy shall apply (1) to the **named insured's** legal representative, as the **named insured**, but only while acting within the scope of his duties as such, and (2) with respect to the property of the **named insured**, to the person having proper temporary custody thereof, as **insured**, but only until the appointment and qualification of the legal representative.

10. Three Year Policy. If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11. Cancellation. This policy may be cancelled by the **named insured** by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the **named insured** at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **named insured** or by the company shall be equivalent to mailing.

If the **named insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12. Declarations. By acceptance of this policy, the **named insured** agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

IN WITNESS WHEREOF, the company has caused this policy to be signed by its president and secretary but this policy shall not be valid unless completed by the attachment hereto of a declarations page designated as Part Two and Coverage Part(s) and countersigned on the aforesaid declarations page by a duly authorized representative of the company.

William E Sliney Secretary

President

This endorsement modifies the provisions of the policy relating to **ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.**

Nuclear Energy Liability Exclusion Endorsement--Broad Form

It is agreed that:

I. The policy does not apply:

A. Under any Liability Coverage, to **bodily injury** or **property damage**

(1) with respect to which an **insured** under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the **hazardous properties** of **nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties** of **nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.

C. Under any Liability Coverage, to **bodily injury** or **property damage** resulting from the **hazardous properties** of **nuclear material**, if

(1) the **nuclear material** (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured** or (b) has been discharged or dispersed therefrom;

(2) the **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **insured**; or

(3) the **bodily injury** or **property damage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means **source material, special nuclear material** or **byproduct material**;

"source material", "special nuclear material", and **"byproduct material"** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

"waste" means any waste material (1) containing **byproduct material** and (2) resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any **nuclear reactor**,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **spent fuel**, or (3) handling, processing or packaging **waste**,

(c) any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

NEW YORK—It is agreed that the provisions of the "Nuclear Energy Liability Exclusion Endorsement—Broad Form", printed above, does not apply in New York with respect to any Automobile Bodily Injury Liability and Automobile Property Damage Liability coverage afforded by this policy.

Exhibit 8

BILL OF LADING

STRAIGHT BILL OF LADING—SHORT FORM—ORIGINAL—NOT NEGOTIABLE

BY TRUCK ☐ FREIGHT ☐

From CARROLL PRODUCTS, INC.

At Wood River Jct., Rhode Island
(Mail or street address of consignee – For purposes of notification only.)

CONSIGNEE AND DESTINATION
R. I. Liquid Waste Disposal
163 Primrose Avenue
Warwick, R.I.

DATE 4/30 1979

CARRIER

BY R.S.

ROUTE

SHIPPER'S NO

CARRIER'S NO

DELIVERING CARRIER R.S.

CAR OR VEHICLE INITIALS & NO.

NO PACKAGES	DESCRIPTION OF ARTICLES SPECIAL MARKS AND EXCEPTIONS	*WEIGHT (SUBJECT TO CORR.)	CLASS OR RATE	CHECK COLUMN
38 drums	Flammable Liquid, N.O.S.	19,000		
15 drums	MT - CORROSIVE LIQUID, N.O.S	750		
TOTAL PIECES				

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.
For _____
(Signature of Consignor.)
If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per _____
(The signature here acknowledges only the amount prepaid.)

Charges Advanced
$ _____

C.O.D. SHIPMENT
C. O. D. Amt. _____
Collection Fee _____
Total Charges _____

* The flare boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Rule 41, of the Consolidated Freight Classification.

† This is to certify that the above-named articles are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation.

‡ If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

§ Shipper's imprints in lieu of stamps, not a part of Bill of Lading approved by the Interstate Commerce Commission.

NOTE – Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____

THIS SHIPMENT IS CORRECTLY DESCRIBED

CORRECT WEIGHT IS _____ LBS

Per M. T. Pilot
Shipper

CARROLL PRODUCTS, INC.
P. O. Box 66 • Wood River Jct., R. I. 02894
Permanent post office address of shipper

Shipper, Per _____

Agent, Per _____

FORM 1200 [illegible] N.J. 08109

R.S. Liquid Waste Disposal

163 Pinnery Avenue
Warwick, Rhode Island
732-0380

411

DATE 4/30 19 79

CUSTOMER
Carroll Products inc
West River Ind. Rt
P.O Box 66 02894

4/30	38		6-	4.00	4	684
		15 M/T N/C				
Please Send S.A.P. Thank You						

RHODE ISLAND DEPARTMENT OF HEALTH
INDUSTRIAL WASTE MANIFEST

Industrial Waste Disposal Site Name: _____ Site Permit No.: _____

Date Accepted: _____ Date Disposed: _____ Method: _____

1. Waste:
   a. Source: Filter wash, waste paint from paint manufacturing
   b. Name: Liquid Industrial
   c. Type(s): Alkaline cleaning, flammable waste and resins
   d. Amount: Six 55 gal
   e. Number And Types Of Containers: 3, 55 gal drums
   f. Form (Liquid, Sludge, Gas): Liquid
   g. pH: N/A
   h. Composition (% By Weight Or Volume): 15% Water, 10% Ink, 50% Waste, 15% Resin

2. Waste Hauler:
   a. Name: R.S. R.I. License No.: 226
   b. Pick-up: Date: 4/20/79 Time: 1100 Location: Wood River Jct.
   c. Vehicle Registration No.: 11163 State: _____
   d. Driver's Name: Peter McShane
   e. Driver's Signature: Peter McShane

3. Waste Generator:
   a. Name: Liquid Industries
   b. Address: Route 91, Wood River Junction, R.I.
   c. Contact Person: Wilbert d. Telephone No.: 364-7731
   e. Process Producing Waste: Filter waste from paint mfg.

4. I, _____ (Print Name), the operator of the above named industrial waste disposal site declare that the above information is true and correct.

   Signature: _____

   Date: _____

For Department Use Only

Date Received: _____

By: _____

BY TRUCK ☐ FREIGHT ☐

From **CARROLL PRODUCTS, INC.**

At **Wood River Jct., Rhode Island**

(Mail or street address of consignee – For purposes of notification only.)

CONSIGNEE AND DESTINATION

P.S. Liquid Waste Disposal
163 Pinnery Avenue
Warwick, R. I.

411

DATE: June 26 1979

SHIPPER'S NO.

CARRIER

CARRIER'S NO.

BY: R.S.

ROUTE

DELIVERING CARRIER: R.S.

CAR OR VEHICLE INITIALS & NO.

NO. PACKAGES	DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	*WEIGHT (SUBJECT TO CORR.)	CLASS OR RATE	CHECK COLUMN
38 Drums	Chemical Waste Materials	17,000 GROSS		
	14 Drums Corrosive			
	21 Drums Flammable			
	3 Drums No label required			
	6407 # 684.00			
	6-26-79 CK #1065	1395		
TOTAL PIECES				

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Per _____ (Signature of Consignor.)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per _____

(The signature here acknowledges only the amount prepaid.)

Charges Advanced

$ _____

† The rate basis used for this shipment conforms to the specifications set forth in the box maker's certificate thereon, and all other requirements of Rule 41, of the Consolidated Freight Classification.

* This is to certify that the above-named articles are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight."

* Shipper's imprint in lieu of stamp, not a part of Bill of Lading approved by the Interstate Commerce Commission.

NOTE – Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____

THIS SHIPMENT IS CORRECTLY DESCRIBED.

CORRECT WEIGHT IS _____ LBS

Per _____ Shipper

C.O.D. SHIPMENT

C. O. D. Amt. _____

Collection Fee _____

Total Charges _____

CARROLL PRODUCTS, INC.
P. O. Box 66 • Wood River Jct., R. I. 02894

Permanent post office address of shipper

Shipper, Per _____ Agent, Per _____

3

FORM 1200 REGENT FORMS PENNSAUKEN, N.J. 08109

RHODE ISLAND DEPARTMENT OF HEALTH
INDUSTRIAL WASTE MANIFEST

Industrial Waste
Disposal Site Name: _____ Site Permit No.: _____

Date Accepted: _____ Date Disposed: _____ Method: _____

1. Waste:

a. Source: Grinding, finishing, plating, water from tank maintenance

b. Name: Camille Products Inc.

c. Type(s): Acidic, caustic, organic and inorganic solids, sodium hydroxide, chromic acid, sodium chromate, hydrochloric acid, sulfuric acid, nitric acid, oil, grease, metal

d. Amount: 2100 gallons

e. Number And Types Of Containers: 30 total drums

f. Form (Liquid, Sludge, Gas): Liquid

g. pH: N/A

h. Composition (% By Weight Or Volume): 27% Chromic acid, 15% Hydrochloric acid, 30% alkali, 5% Oil, 5% Chromium, 10% Phosphoric acid, 20% Solids, 15% water, 20% Plating pigments

2. Waste Hauler:

a. Name: RS Liquid Waste Disposal Co. R.I. License No.: 226

b. Pick-up: Date: 6/26/79 Time: 8:15 AM Location: West River Junction RI

c. Vehicle Registration No.: 11163 State: RI

d. Driver's Name: RAYMOND SILVESTRI

e. Driver's Signature: Raymond Silvestri

3. Waste Generator:

a. Name: Camille Products Inc.

b. Address: Rte 91, West River Junction, RI

c. Contact Person: MI West d. Telephone No.: 364-7731

e. Process Producing Waste: Lift arm control frame manufacturing

4. I, _____ (Print Name), the operator of the above named industrial waste disposal site declare that the above information is true and correct.

Signature: _____

Date: _____

For Department Use Only

Date Received: _____

By: _____

6/26/79

6/26/79

B/L

38 drums of Chemical Waste Materials

14 - Corrosive
21 - Flammable
3 - No Label required

2100
~~est. 2000~~ gals.

" 17200 lbs.

NO. 1200/3

BILL OF LADING

STRAIGHT BILL OF LADING—SHORT FORM—ORIGINAL—NOT NEGOTIABLE

BY TRUCK ☐ FREIGHT

From CARROLL PRODUCTS, INC.

At Wood River Jct., Rhode Island
(Mail or street address of consignee – For purposes of notification only.)

DATE: June 26,1979

SHIPPER'S NO.

CARRIER

CARRIER'S NO.

BY

CONSIGNEE AND DESTINATION:
R.S. Liquid Waste Disposal
163 Pinnery Avenue
Warwick, R. I.

ROUTE: R.S.

DELIVERING CARRIER: R.S.

CAR OR VEHICLE INITIALS & NO.

NO PACKAGES	DESCRIPTION OF ARTICLES SPECIAL MARKS AND EXCEPTIONS	WEIGHT (SUBJECT TO CORR.)	CLASS OR RATE	CHECK COLUMN
38 Drums	Chemical Waste Materials	17,000 GROSS		
	14 Drums Corrosive			
	21 Drums Flammable			
	3 Drums No label required			
		1095		
		6-26-79		
TOTAL PIECES				

Subject to Section 7 of conditions of applicable bill of lading, if shipment is to be delivered to consignee without recourse on consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.
Per _____ (Signature of Consignor.)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Received $ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier.

Per _____
(The signature here acknowledges only the amounts prepaid.)

Charges Advanced
$ _____

† The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Rule 41, of the Consolidated Freight Classification.

* This is to certify that the above-named articles are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

** If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

‡ Shipper's imprints in lieu of stamp, not a part of Bill of Lading approved by the Interstate Commerce Commission.

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

C.O.D. SHIPMENT
C. O. D. Amt. _____
Collection Fee _____
Total Charges _____

THIS SHIPMENT IS CORRECTLY DESCRIBED

CORRECT WEIGHT IS _____ LBS

Per T. Anderson Shipper

CARROLL PRODUCTS, INC.
P. O. Box 66 • Wood River Jct., R. I. 02894

Shipper, Per T. Anderson _____ Agent, Per _____

Permanent post office address of shipper

FORM 1200 REGENT FORMS, PENNSAUKEN N.J.

1

BY-LAWS OF

CARROLL PRODUCTS, INC.

ARTICLE I

Offices

Section 1. Location. The registered office of the corporation in the State of Rhode Island shall be located in the Town of Richmond, County of Washington.

In addition to the registered office in the State of Rhode Island, the corporation may also have other offices at such places either within or without the State of Rhode Island as the board of directors may from time to time designate or the business of the corporation may require.

ARTICLE II

Meetings of Stockholders

Section 1. Annual Meeting. The annual meeting of the stockholders of the corporation shall be held at the office of the corporation in the Town of Richmond, County of Washington and State of Rhode Island, or at such other place within or without the State of Rhode Island, as the board of directors may fix, at 10:00 o'clock a. m. on the first Monday of June of each year commencing with the year 1976, if not a legal holiday, and if a legal holiday, then on the next succeeding business day, for the election of directors and for the transaction of such other business as may properly come before said meeting.

Section 2. Special Meetings. Special meetings of stock-

holders, unless otherwise prescribed by law, may be called at any time by the president or by the order of the board of directors and shall be called by the president or secretary whenever requested in writing so to do by stockholders owning not less than one-third (1/3rd) of all the outstanding stock of the corporation entitled to vote at such meeting. Such meetings shall be held at the principal executive office of the corporation or at such other place as may be designated by the officer of the corporation or the shareholders calling any such meeting.

Section 3. Notice of Meetings. Notice of every annual and special meeting of stockholders, other than any meeting the giving of notice of which is otherwise prescribed by law, stating the time, place and purposes thereof, shall except as otherwise provided by law, be delivered or mailed at least ten but not more than sixty days before such meeting, to each stockholder of record entitled to vote thereat, and, if mailed, such notice shall be directed to such stockholder at his address as the same appears upon the stock books of the corporation.

Section 4. Quorum. At all meetings of stockholders, except as otherwise expressly provided by law, there shall be present, either in person or by proxy, stockholders of record holding at least two thirds (2/3rds) of the capital stock issued and outstanding and entitled to vote at such meetings in order to constitute a quorum but less than a quorum shall have power to adjourn any meeting until a quorum shall be present.

Section 5. Voting. At any meeting of stockholders each stockholder entitled to vote any shares on any matter to be voted

upon at such meeting shall, unless otherwise provided in the certificate of incorporation or any amendment thereto, be entitled to one vote on such matter for each such share, and may exercise such voting right either in person or by proxy, except that no proxy shall be voted on after three years from its date unless said proxy provides for a longer period.

Section 6. Fixing the Record Date. In order to determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to express consent to corporation action in writing without a meeting, or entitled to receive payment of any dividend, or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the board of directors may fix in advance a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. If no record date is fixed, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. The record date for determining stockholders for any other purpose (when no record date is fixed) shall be at the close of business on the day on which the board of directors adopts the resolution relating thereto.

Section 7. Voting list of Stockholders. The officer who has charge of the stock ledger of the corporation shall prepare and

make, at least ten days before every meeting, a complete list of the stockholders entitled to vote at said meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of the stockholder. Such list shall be open to the examination of any stockholder during ordinary business hours for a period of ten days prior to the meeting, either at a place within the city, town or village where the meeting is to be held and which place shall be specified in the notice of the meeting or if not so specified at the place where said meeting is to be held, and the list shall be produced and kept at the time and place of meeting during the whole time thereof, and subject to the inspection of any stockholder who may be present. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine such list, the stock ledger or the books of the corporation, or to vote in person or by proxy at any meeting of the stockholders.

ARTICLE III

Directors

Section 1. Number. The affairs, business and property of the corporation shall be manged by a board of directors. The number of directors which shall constitute the whole board shall be such as from time to time shall be fixed by the board of directors, but in no case shall the number be more than four (4) nor less than three (3). The directors need not be stockholders of the corporation.

Section 2. How elected. Except as otherwise provided by law or by the by-laws, the directors of the corporation elected

after the first meeting of the corporation shall be elected by ballot at the annual meeting of stockholders in each year. Each director shall be elected to serve until the next annual meeting of stockholders and until his successor shall have been duly elected and qualified, except in the event of his death, resigation, removal or the earlier termination of his term of office.

Section 3. Removal. Any director may be removed, with or without cause, by a vote of the holders of a majority of the stock of the corporation entitled to vote thereon at any special meeting of stockholders called for such purpose.

Section 4. Vacancies. Vacancies in the board of directors occurring by death, resignation, creation of new directorships, failure of the stockholders to elect the whole board at any annual election of directors or otherwise shall, subject to the provisions of the laws of the State of Rhode Island, be filled by the affirmative vote of a majority of the remaining directors then in office, though less than a quorum, at any special meeting called for that purpose or at any regular meeting of the board.

Section 5. Powers and Duties of the Board of Directors. The board of directors shall have the general management of the affairs, property and business of the corporation and they may adopt such rules and regulations for that purpose and for the conduct of their meetings as they may deem proper. They may have one or more offices and keep the books of the corporation, except such books as are required to be kept in the State of Rhode Island, at such places as they may from time to time determine. In addition

to the powers and authority by these by-laws expressly conferred upon them, the board may exercise all such powers of the corporation and do all such lawful acts and things as are allowed by the certificate of incorporation or by law.

Section 6. Regular Meetings. A regular meeting of the board of directors for the election of officers and the transaction of general business shall be held promptly after the annual meeting of stockholders. The board of directors shall provide, by resolution, the time and place, either within or without the State of Rhode Island, for the holding of such meeting and may provide, by resolution, the time and place, either within or without the State of Rhode Island, for the holding of additional regular meetings. Meetings of the directors may be held by means of a telephone conference circuit and connection to such circuit shall constitute presence at such meeting.

Section 7. Special Meetings. Special meetings of the board of directors may, unless otherwise prescribed by law, be called from time to time by the president or upon the written request, directed to the president or the secretary, of any one director, stating the time and purposes of such special meeting, the president or the secretary shall call a special meeting of the board. Special meetings of the board shall be held at such place where regular meetings of the board are held unless otherwise determined by the board.

Section 8. Notice of Special Meetings. Notice of the time, place and purposes of each special meeting of the board of directors, other than any meeting, the giving of notice of which

is otherwise prescribed by law, shall be given to each director at least twenty-four hours prior to such meeting. For the purpose of this section, notice will be deemed to be duly given to a director if given to him orally (including telephone) or if such notice be delivered to such director in person or be mailed, telegraphed or cabled to his address as it appears upon the books of the corporation or to the address last made known in writing to the corporation by such director as the address to which such notices are to be given.

Section 9. Action without a Meeting. Unless otherwise restricted by the certificate of incorporation or these by-laws, any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof may be taken without a meeting, if a written consent to such actions is signed by all members of the board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the board of committee.

Section 10. Quorum. At all meetings of the board of directors, a majority of the directors then in office shall be present in order to constitute a quorum (except as provided in Section 4 of this Article III), but less than a quorum may adjourn any meeting. Except as otherwise by law or in these by-laws provided, any action taken at a meeting of the board of directors at which a quorum is present by a majority of the directors present at such meeting shall be deemed to be the action of the board of directors.

Section 11. Compensation of Directors and Members of Committees. The board may from time to time, in its discretion,

fix the amounts which shall be payable to members of the board of directors and to members of any committee for attendance at the meetings of the board or of such committee and for services rendered to the corporation.

ARTICLE IV

Committees

Section 1. Committees of Directors. The board of directors may, by resolution or resolutions passed by a majority of the directors then in office, designate one or more committees, each committee to consist of two or more of the directors of the corporation, which to the extent provided in said resolution or resolutions or in these by-laws, shall have and may exercise the powers of the board of directors in the management of the business and affairs of the corporation and may have power to authorize the seal of the corporation to be affixed to all papers which may require it subject, however, to the General Laws of Rhode Island 7-1.1-38. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board. Members of such committee or committees shall hold office for such period as may be prescribed by the vote of a majority of the directors then in office, subject, however, to removal at any time by the vote of a majority of the directors then in office. Vacancies in membership of any such committee or committees shall be filled by a majority vote of the directors then in office. Each such committee may adopt its own rules of procedure and may meet at stated times or on such notice as such committees may determine.

Except as otherwise permitted by Article III, Section 10 of these by-laws, each such committee shall keep regular minutes of its proceedings and report the same to the board when required.

ARTICLE V

Officers

Section 1. Number and Designation. The board of directors shall elect a president, one or more vice-presidents, a secretary and a treasurer. The president shall be elected from among the directors. More than two offices, other than the offices of president and secretary, may be held by the same person.

The officers shall be elected annually by the board of directors at its first meeting following the annual election of directors, but in the event of the failure of the board so to elect any officer, such officer may be elected at any subsequent meeting of the board of directors. The board of directors may at any meeting elect additional vice-presidents. Each officer shall hold office until the first meeting of the board of directors following the next annual election of directors and until his successor shall have been duly elected and qualified, except in the event of the earlier termination of his term of office, through death, resignation, removal or otherwise, and except that the terms of office of all additional vice-presidents shall terminate with each annual election of officers at which any vice-president is elected. Any vacancy in an office may be filled for the unexpired portion of the term of such office by the board of directors at any regular or special meeting.

Section 2. President. The president shall be the chief executive officer of the corporation and shall preside at all meetings of the stockholders and directors at which he is present; he shall have the general management of the affairs of the corporation together with the powers and duties usually incident to the office of president except as specifically limited by appropriate resolution of the board of directors and shall have such other powers and perform such other duties as may be assigned to him by the board of directors.

Section 3. Vice Presidents. In the absence of inability to act of the president, or if the office of president be vacant, the vice-presidents, in order of seniority (subject to the right of the board of directors from time to time to extend or confine such powers and duties or to assign them to others), shall perform all the duties and may exercise all the powers of the president. Each vice-president shall have such other powers and shall perform such other duties as may be assigned to him by the president or board of directors.

Section 4. Treasurer. The treasurer shall have general supervision over the care and custody of the funds and securities of the corporation and shall deposit the same or cause the same to be deposited in the name of the corporation in such bank or banks, trust company or trust companies, and in such safe deposit company or companies as the board of directors may designate, shall have supervision over the accounts of all receipts and disbursements of the corporation, shall whenever required by the board, render or

cause to be rendered financial statements of the corporation, shall have the power and perform the duties usually incident to the office of treasurer, and shall have such other powers and perform such other duties as may be assigned to him by the board of directors.

Section 5. Secretary. The secretary shall act as secretary of all meetings of the stockholders and of the board of directors at which he is present, shall have supervision over the giving and serving of notices of the corporation, shall be the custodian of the corporate records and of the corporate seal of the corporation, shall be empowered to affix the corporate seal to documents, execution of which, on behalf of the corporation, under its seal, is duly authorized, and when so affixed may attest the same, shall exercise the powers and perform the duties usually incident to the office of secretary, and shall exercise such other duties as may be assigned to him by the board of directors.

Section 6. Other Officers. The board of directors may from time to time appoint one or more assistant secretaries, one or more assistant treasurers, and such other officers as the board may deem necessary. Each officer so appointed shall hold office during the pleasure of the board of directors and shall exercise such powers and perform such duties as may be assigned to him by the board of directors.

Section 7. Delegation of Duties of Officers. The board of directors may delegate the duties and powers of any officer of the corporation to any other officer or director for a specified time during absence of any officer or for any other reason that

the board of directors may deem sufficient.

Section 8. Removal. Any officer of the corporation may be removed, with or without cause, only by a vote of a majority of the directors then in office at a meeting called for that purpose.

Section 9. Bond. The board of directors shall have power, to the extent permitted by law, to require any officer, employee or agent of the corporation to give bond for the faithful discharge of his duties in such form and with such surety or sureties as the board of directors may deem advisable.

Section 10. Indemnification. Each director or officer or former director or officer of the corporation or any person who may have served at its request as a director or officer of another corporation in which it owns shares of capital stock or of which it is a creditor, shall be indemnified by the corporation against any and all liability and reasonable expense (including but not limited to, counsel fees and disbursements and amounts paid in settlement or in satisfaction of judgments or as fines or penalties which he has paid or incurred in connection with any claim, action, suit or proceeding) whether brought by or in the right of the corporation and whether civil, criminal administrative, or investigative, including any appeal related thereto, in which he may be involved or threatened to be involved, as a party or otherwise, by reason of his being or having been such director or officer. No such indemnification shall be made unless such director or officer acted in good faith for a purpose which he

reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, and provided that, in the case of an action, suit or proceeding brought by or in the right of the corporation to procure a judgment in its favor, if such officer or director has been adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation, then such person shall not be indemnified unless (and only to the extent that) the Superior Court of the State of Rhode Island or any other court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the Superior Court or such other court shall deem proper. The termination of any action, suit or proceeding whether civil, criminal, administrative or investigative, by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the director, officer, employee or agent did not meet the standards of conduct as set forth in this section.

the grant of indemnification under this Section, unless (1) awarded by a court, (2) the director or officer concerned has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to above, or (3) granted by the stockholders of the corporation, shall be at the discretion of the board of directors but may be granted only if the board of directors by

a majority vote of a quorum consisting of directors not parties to such action, suit or proceeding, shall find that the director or officer has met the applicable standards of conduct set forth above, or, if no such quorum is obtainable (or even if obtainable, if such quorum so directs), upon the written determination of independent legal counsel that in its opinion the applicable standards of conduct have been met.

Expenses incurred with respect to any action, suit or proceeding of the character described above may be advanced by the corporation prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the recipient to repay such amount of expense unless it shall ultimately be determined that he is entitled to and is granted indemnification under this Section.

The rights of indemnification provided by this Section shall be in addition to any rights to which any such director or officer may be entitled under any contract, vote of stockholder or of disinterested directors or otherwise; and shall continue as to a person who has ceased to be a director or officer of the corporation and in the event of such person's death, the rights provided under the terms of this Section shall inure to his heirs and legal representatives.

ARTICLE VI

Capital Stock

Section 1. Form and Issuance. Certificates of stock shall be issued in such form as may be approved by the board of directors and shall be signed by the president or a vice-president

and the treasurer or an assistant treasurer or the secretary or an assistant secretary; provided, however, that when certificates are signed by a transfer agent or an assistant transfer agent or by a transfer clerk, acting on behalf of such corporation, and a registrar, the signature of any such president, vice-president, treasurer, assistant treasurer, secretary or assistant secretary may be facsimile.

Section 2. Transfer. The board of directors shall have power and authority to make such rules and regulations as they may deem expedient concerning the issue, registration and transfer of certificates of stock, and may appoint transfer agents or clerks and registrars thereof.

ARTICLE VII

Negotiable Instruments, Contracts, Etc.

Section 1. Signatures on Checks, etc. All checks, drafts, bills of exchange, notes or other obligations or orders for the payment of money shall be signed in the name of the corporation by such officer or officers, person or persons, as the board of directors of the corporation may from time to time designate by resolution.

Section 2. Execution of Contracts, Deeds, Etc. Except as otherwise provided by law, the board of directors or any committee given appropriate authority to exercise generally the powers of the board of directors, may authorize any officer or officers, agent or agents, in the name of and on behalf of the corporation, to enter into or execute and deliver any and all deeds, bonds, mortgages, contracts

and other obligations or instruments, and such authority may be general or confined to specific instances.

ARTICLE VIII

Corporate Seal

Section 1. The seal of the corporation shall be circular in form with the name of the corporation in the circumference and the words and figures "Incorporated 1949 - New York" in the center.

ARTICLE IX

Fiscal Year

Section 1. The fiscal year of the corporation shall be from the first day of March to the last day of February, inclusive, in each year, or such other twelve consecutive months as the board of directors may by resolution designate.

ARTICLE X

Waiver of Notice

Section 1. Meetings Held on Waiver. Whenever any notice is required to be given under the provisions of these by-laws, or of the certificate of incorporation, or of any of the laws of the State of Rhode Island, a waiver thereof, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE XI

Amendments

Section 1. By the Stockholders. These by-laws may be amended, added to, altered or repealed, or new by-laws may be adopted, at any duly organized meeting of stockholders of the

corporation by the affirmative vote of the holders of a majority of the stock present and voting at such meeting provided notice that an amendment is to be considered and acted upon is inserted in the notice or waiver of notice of said meeting.

Section 2. By the Directors. Except as otherwise provided by law or these by-laws, these by-laws may be amended, added to, altered or repealed, or new by-laws may be adopted at any regular or special meeting of the board of directors at which a quorum is present by the affirmative vote of a majority of the whole board.

ARTICLE XII

Sundry Provisions

Section 1. Internal Revenue Papers. All applications, written instruments and papers required by the Internal Revenue Department or any other department of the United States Government or by any state, county or municipal authority may be executed in the name of the corporation by the president, any vice-president, the secretary, the treasurer or any assistant secretary or assistant treasurer, or by such other person or persons as may from time to time be designated for that purpose by the board of directors. Such designation may contain the power ot substitute in the discretion of the person named, one or more persons.